

AGREEMENT

between

**NEVADA BELL TELEPHONE COMPANY
D/B/A SBC NEVADA**

and

PACIFIC CENTREX SERVICES, INC.

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PREFACE

AGREEMENT

This Agreement, which shall become effective as of the ____ day of _____, 2003 ("Effective Date"), is entered into by and between Pacific Centrex Services, Inc., a California corporation, having an office at 6855 Tujunga Avenue, North Hollywood, California 91605, on behalf of itself, and its Affiliates (individually and collectively "CLEC"), and Nevada Bell Telephone Company d/b/a SBC Nevada ("NEVADA"), a Nevada corporation, having an office at 1611 South Maryland Parkway, Las Vegas, Nevada 89104.

RECITALS

WHEREAS, CLEC is a Telecommunications Carrier and pursuant to Section 252(i) of the Federal Telecommunications Act of 1996, CLEC and NEVADA have entered into an agreement ("MFN Agreement"), portions of which are based upon the same terms and conditions contained in the NEVADA/Nevada Telephone, Inc. Agreement for the State of Nevada ("the underlying Agreement."), which contained the same terms and conditions contained in the NEVADA/AT&T Communications of Nevada, Inc. interconnection agreement, and other portion(s) of which were voluntarily negotiated between CLEC and NEVADA.

WHEREAS, in entering into this MFN Agreement, NEVADA is not waiving any of its rights, remedies or arguments with respect to any legislative, regulatory or judicial actions or proceedings, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370), (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("*ISP Compensation Order*"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). Rather, in entering into this MFN Agreement, NEVADA fully reserves all of its rights, remedies and arguments. This reservation of rights includes but is not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the MFN Agreement must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this MFN Agreement. Notwithstanding anything to the contrary in this MFN

Agreement, this reservation also includes, but is not limited to, NEVADA's right to exercise its option at any time in the future to adopt on a date specified by NEVADA, 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. It is NEVADA's position that this MFN is subject to the change of law provisions permitted under the Federal Rules except to the extent otherwise expressly provided in the underlying Agreement and also is subject to any appeals involving the underlying Agreement. In the event that any of the rates, terms and/or conditions of the MFN Agreement, or any of the laws or regulations that were the basis for a provision of the MFN Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative body or a court of competent jurisdiction, including but not limited to any finding that any of the UNEs and/or UNE combinations provided for under this MFN Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, it is NEVADA's position and intent that 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, it is NEVADA's position and intent that the Parties immediately incorporate changes from the underlying Agreement, made as a result of any such action into this MFN Agreement. Where revised language is not immediately available, it is NEVADA's position and intent that the Parties shall expend diligent efforts to incorporate the results of any such action into this MFN Agreement on an interim basis, but shall conform this MFN Agreement to the underlying Agreement, once such changes are filed with the appropriate state commission. Any disputes between the Parties concerning the interpretations of the actions required or the provisions affected shall be handled under the Dispute Resolution Procedures set forth in this MFN Agreement.

WHEREAS, NEVADA notes that pursuant to the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order*, CC Docket 98-141, rel. (October 8, 1999), SBC/Ameritech was obligated to transition the provisioning of certain Advanced Services, as that term is defined in such Conditions, to one or more separate Advanced Services affiliates under certain conditions. Because SBC/Ameritech has transitioned such Advanced Services to its structurally separate affiliate(s), NEVADA has no further obligation to make available such Advanced Services for resale or to interconnect its Frame Relay network with CLEC and has no further obligation to make available such Advanced Services for resale or to provision Frame Relay interconnection under the rates, terms and conditions set forth in the MFN Agreement (to the extent applicable).

WHEREAS, The Telecommunications Act of 1996 was signed into law on February 8, 1996 (the "Act") and substantially amends the Communications Act of 1934; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers; and

WHEREAS, NEVADA is an Incumbent Local Exchange Carrier; and

WHEREAS, NEVADA is willing to sell unbundled Network Elements and Ancillary Functions and additional features, as well as services for resale, on the terms and subject to the conditions of this Agreement.

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

DEFINITIONS and ACRONYMS

For purposes of this Agreement, certain terms have been defined in Attachment 1 and elsewhere 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 shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall 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, shall have the meaning in the Act, unless the context clearly indicates otherwise. For convenience of reference only, Attachment 2 provides a list of acronyms used throughout this Agreement.

GENERAL TERMS AND CONDITIONS

1. PROVISION OF LOCAL SERVICE AND UNBUNDLED ELEMENTS

- 1.1. This Agreement and its Attachments are subject to the Act, regulations thereunder and relevant FCC and Commission decisions in effect on the Effective Date of this Agreement. The effect on this Agreement of changes in the Act, regulations thereunder and relevant FCC and Commission decisions is set forth in Section 8 of this Agreement.
- 1.2. This Agreement, which consists of this statement of General Terms and Conditions, and Attachments 1 through 18, inclusive, sets forth the terms, conditions and prices under which NEVADA agrees to provide to CLEC (a) services for resale (hereinafter referred to as "Local Services") and (b) certain unbundled Network Elements, Ancillary Functions and additional features and (c) other services or combinations of such Local Services, Network Elements, Ancillary Functions and other services ("Combinations") for CLEC's own use or for resale to others, and for purposes of offering telecommunications services of any kind. This Agreement also sets forth the terms and conditions for the interconnection of CLEC's network to NEVADA's network and the reciprocal compensation for the transport and termination of telecommunications traffic. Unless otherwise provided in this Agreement, and except where not technically feasible in a given area, NEVADA will perform all of its

obligations hereunder throughout its entire service area; provided, however, that NEVADA is not required to provide new Unbundled Network Elements, except at CLEC's request pursuant to Section 1.6 of Attachment 6, or to install new or improved facilities in areas where they do not currently exist, except as required by law or regulation or as mutually agreed to in writing by the Parties.

- 1.3. Subject to this Agreement and its Attachments, the Network Elements, Ancillary Functions, Combinations, Local Services, or other services provided pursuant to this Agreement may be connected to other Network Elements, Ancillary Functions, Combinations, Local Services, or other services provided by NEVADA or to any Network Elements, Ancillary Functions, Combinations, Local Services or other services provided by CLEC itself or by any other vendor. Subject to the requirements of this Agreement and its Attachments, CLEC may, at any time add, delete, relocate or modify the Network Elements, Ancillary Functions, Local Services, Combinations or other services purchased hereunder.
- 1.4. NEVADA will not discontinue any unbundled Network Element, Ancillary Service or Combination thereof during the term of this Agreement without CLEC's consent, except (i) to the extent required by network changes or upgrades, in which event NEVADA will comply with the network disclosure requirements stated in the Act and FCC regulations thereunder; or (ii) if required by a final order of a court, the FCC or the Commission as a result of remand or appeal of the FCC's First Interconnection Order. In the event such a final order allows but does not require discontinuance, NEVADA may, on thirty (30) days written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required or appropriate to reflect the results of such action. In the event that such new terms are not renegotiated within ninety (90) days after such notice, or if the Parties are unable to agree, either Party may submit the matter to the Alternative Dispute Resolution Process described in Attachment 3.
- 1.5. NEVADA will not withdraw any Local Service without providing sixty (60) days advance notice, from the date of notice to the date of withdrawal of the service, to CLEC of NEVADA's intent to withdraw the service, inclusive of the time to make any required filing with the Commission and to receive any required approval from the Commission. If NEVADA discontinues a Local Service or Combination of Local Services, NEVADA shall either (a) limit the discontinuance to new customers and grandfather the service for all CLEC resale customers who subscribe to the service as of the date of discontinuance; or (b) offer to CLEC for resale an alternative service, having substantially similar capabilities and terms and conditions.

2. **TERM OF AGREEMENT; TRANSITIONAL SUPPORT**

2.1. This Agreement shall expire on August 6, 2001, and thereafter the Agreement shall continue in force and effect unless and until a new agreement, addressing all of the terms of this Agreement, becomes effective between the Parties. The Parties agree to commence negotiations on a new agreement no less than six (6) months before August 6, 2001. In the event that such new terms are not renegotiated within such six (6) month period, either Party may submit the matter to the Alternative Dispute Resolution Process described in Attachment 3. NEVADA recognizes that the Network Elements, Ancillary Functions, Combinations, Local Services and other services provided hereunder are vital to CLEC and must be continued without interruption, and that CLEC may itself provide or retain another vendor to provide such comparable Network Elements, Ancillary Functions, Combinations, Local Services or other services. NEVADA and CLEC agree to cooperate in an orderly and efficient transition to CLEC or another vendor. NEVADA and CLEC further agree to cooperate in effecting the orderly transition to CLEC or another vendor such that the level and quality of the Network Elements, Ancillary Functions, Combinations, Local Services, and other services are not degraded and to exercise their best efforts to effect an orderly and efficient transition. CLEC shall be responsible for coordinating such transition.

3. **GOOD FAITH PERFORMANCE**

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

4. **OPTION TO OBTAIN LOCAL SERVICES OR NETWORK ELEMENTS UNDER OTHER AGREEMENTS**

At CLEC's request and pursuant to Section 252 of the Act, regulations thereunder and relevant court decisions, NEVADA shall make available to CLEC, without unreasonable delay, any interconnection, service or network element contained in any agreement to which NEVADA is Party that has been filed and approved by the Commission.

5. **RESPONSIBILITY OF EACH PARTY**

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its

obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

6. **GOVERNMENTAL COMPLIANCE**

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

7. **RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION**

7.1. CLEC shall in no event be liable to NEVADA for any costs whatsoever resulting from the presence or release of any environmental hazard that CLEC did not introduce to the affected work location, provided that activities of CLEC or its agents did not cause or contribute to a release. NEVADA shall indemnify, defend (at CLEC's request) and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and

expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that NEVADA, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any environmental hazard for which NEVADA is responsible under applicable law.

- 7.2. NEVADA shall in no event be liable to CLEC for any costs whatsoever resulting from the presence or release of any environmental hazard that NEVADA did not introduce to the affected Work Location, provided that actions of NEVADA or its agents did not cause or contribute to a release. CLEC shall indemnify, defend (at NEVADA's request) and hold harmless NEVADA, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that CLEC, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any environmental hazard for which CLEC is responsible under applicable law.

8. **REGULATORY MATTERS**

- 8.1. NEVADA shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. CLEC shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its obligations under this Agreement, and with its offering of services to CLEC Customers contemplated by this Agreement. CLEC shall reasonably cooperate with NEVADA in obtaining and maintaining any required approvals for which NEVADA is responsible, and NEVADA shall reasonably cooperate with CLEC in obtaining and maintaining any required approvals for which CLEC is responsible.
- 8.2. To the extent that NEVADA is required by any Governmental Authority to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, the terms of this Agreement shall control, unless this Agreement links a term, condition or price in this Agreement to a specific tariff, in which case the terms of the tariff as modified from time to time will apply. If, subsequent to the effective date of any tariff incorporated by reference into this Agreement, NEVADA is ordered not to file tariffs with the state regulatory commission or the FCC, or is permitted not to file tariffs (and elects not to do so), either generally or for specific Network Elements, Ancillary Functions, Combinations, Local Services or other services provided hereunder, the terms and conditions of such tariffs as of the date on which the requirement to file such tariffs was lifted shall, to the

degree not inconsistent with this Agreement, be deemed incorporated in this Agreement by reference.

- 8.3. In the event that any final and nonappealable legislative, regulatory, judicial or other legal action renders this Agreement or any Attachment hereto inoperable, materially affects any material terms of this Agreement, or materially affects the ability of CLEC or NEVADA to perform any material terms of this Agreement, CLEC or NEVADA may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and nonappealable) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute shall be referred to the Alternative Dispute Resolution procedures set forth in Section 16 and Attachment 3.

9. **LIABILITY AND INDEMNITY**

- 9.1. **Liabilities of CLEC** - CLEC's liability to NEVADA during any Contract Year resulting from any and all causes, other than as specified in Sections 6, 7, 9.3 and 9.4, shall not exceed the total of any amounts due and owing by CLEC to NEVADA under this Agreement during the Contract Year during which such cause accrues or arises.
- 9.2. **Liabilities of NEVADA** - NEVADA's liability to CLEC during any Contract Year resulting from any and all causes, other than as specified in Sections 6, 7, 9.3 and 9.4, shall not exceed two million five hundred thousand Dollars (\$2,500,000).
- 9.3. **No Consequential Damages** - NEITHER CLEC NOR NEVADA SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 9 SHALL LIMIT NEVADA'S OR CLEC'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS

NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY NEVADA'S OR CLEC'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 9 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

- 9.4. Obligation to Indemnify** - Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third party (a "Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status or the actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from the Indemnifying Party's or the Indemnifying Party's customer's use of the Network Elements, Ancillary Functions, Combinations, Local Services or other services provided under this Agreement.
- 9.5. Obligation to Defend; Notice; Co-operation** - Whenever a Claim shall arise for indemnification under Section 9.4, the relevant Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request 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. 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 Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent

that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' 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 relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

10. **AUDITS AND INSPECTIONS**

- 10.1. Subject to NEVADA's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, CLEC may audit NEVADA's books, records, and other documents once in each Contract Year, for the immediately preceding twelve (12) month period, for the purpose of evaluating the accuracy of NEVADA's billing and invoicing for services provided by NEVADA to CLEC hereunder; provided, however, that CLEC may not request such an audit less than ninety (90) days after another audit request under this Section 10.1. CLEC may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to NEVADA.
- 10.2. Subject to CLEC's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, NEVADA may audit CLEC's books, records, and other documents once in each Contract Year, for the immediately preceding twelve (12) month period, for the purpose of evaluating the accuracy of CLEC's billing and invoicing for services provided by CLEC to NEVADA hereunder; provided, however, that NEVADA may not request such an audit less than ninety (90) days after another audit request under this Section 10.2. NEVADA may employ other persons or firms for this purpose. Such audit shall take place at a

time and place agreed on by the Parties no later than thirty (30) days after notice thereof to CLEC.

- 10.3. Each Party shall promptly correct any billing or invoicing errors that are revealed in an audit, including making refund of any overpayment in the form of a credit, or payment of any under payment in the form of a debit, on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the Alternate Dispute Resolution procedures described in Attachment 3.
- 10.4. Each Party shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of each Party's billing and invoicing.
- 10.5. Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least three percent (3%) of the amounts payable by the Party being audited under this Agreement during the period covered by the audit.
- 10.6. Audits shall be at the requesting Party's expense, subject to reimbursement by the audited Party in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by the requesting Party hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges to the requesting Party under this Agreement during the period covered by the audit.
- 10.7. Upon (i) the discovery by a Party of overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, the audited Party shall promptly reimburse the requesting Party the amount of any overpayment, plus interest at the prime rate compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.
- 10.8. Upon (i) the discovery by either Party of underpayments not previously paid to the other Party, or (ii) the resolution of disputed audits, the audited Party shall promptly pay the other Party the amount of any underpayment, plus interest at the prime rate compounded daily from the date of underpayment to and including the date that payment is actually made.
- 10.9. Subject to NEVADA's reasonable security requirements, CLEC shall have the audit rights specified in this subsection 10.9 in addition to the financial audit rights provided above. CLEC may inspect once, in each Contract

Year, NEVADA's books, records, and other documents relevant to (a) any one or more of the Network Elements, Ancillary Functions, Combinations, Local Services, or other services provided to CLEC for the purpose of evaluating NEVADA's compliance with the terms and conditions of this Agreement; (b) NEVADA's compliance with Attachment 17 and (c) NEVADA's compliance with Attachment 18. Should any such audit show that NEVADA is materially out of compliance with its obligations under this Agreement, CLEC may conduct additional audits in each Contract Year, provided that CLEC may not audit NEVADA under this Section 10.9 more than one time in any ninety (90) day period. CLEC employees may conduct audits pursuant to this Section 10.9, unless NEVADA reasonably maintains that the books, records and other documents relating to CLEC are impossible or impractical to segregate from documents containing proprietary information of other parties, in which case, the audit shall be conducted by a mutually designated third Party auditor, with the expense shared equally by the Parties, provided, however, that (a) if the auditor finds that NEVADA has complied with the Act or this Agreement, CLEC shall pay for the audit; and (b) if the auditor finds that NEVADA has not complied with the Act or this Agreement, NEVADA shall pay for the audit.

11. **PERFORMANCE STANDARDS AND REMEDIES**

- 11.1 The Parties agree that customer satisfaction is a goal that can only be achieved through cooperation of the Parties. NEVADA agrees to measure performance, as outlined in Attachment 17. The measurements contained in Attachment 17 may change from time to time by mutual agreement of the Parties. NEVADA agrees to provide to CLEC a level of service that is at parity with the service NEVADA provides to itself, its affiliates or other, at the same terms and conditions.
- 11.2 Within ninety (90) days of the effective date of this Agreement, the Parties will meet to develop and mutually agree to performance and business process improvement procedures.
- 11.3 The Parties may amend, modify, delete or add business process improvement procedures by mutual agreement and modification of Attachment 17.

12. **UNCOLLECTIBLE OR UNBILLABLE REVENUES**

- 12.1. Uncollectible or unbillable revenues resulting from, but not confined to, provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error.

13. **CUSTOMER CREDIT HISTORY**

CLEC and NEVADA agree to work together to jointly propose to the Commission a method to permit the Parties to make available to each other on a timely basis customer payment history components for each person or entity that applies for local or intraLATA toll Telecommunications Service(s) from either carrier, and for each unpaid closed account.

14. **FORCE MAJEURE**

14.1. Except as otherwise specifically provided in this Agreement, neither Party shall be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure shall 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 shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.

14.2. Notwithstanding subsection 14.1, preceding, no delay or other failure to perform shall be excused pursuant to this Section: (i) by the acts or omissions of a Party's subcontractors, material men, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure condition, (ii) if the delay or failure relates to environmental, health or safety conditions at Work Locations and, (iii) unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform.

15. **CERTAIN STATE AND LOCAL TAXES**

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party by mutual written agreement of the Parties, provided, however, that the other Party has not acted in a manner that has materially impaired the ability of the liable Party to contest the tax or the amount of the tax (and interest and penalties, etc.) regardless of whether the impairment was foreseeable. If the

other Party has materially impaired the ability of the liable Party to contest the tax or the amount of the tax, the Party causing the impairment shall be liable for the tax (interest and penalties, etc.) caused by the Party's impairment. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party.

16. **ALTERNATIVE DISPUTE RESOLUTION**

All disputes, claims or disagreements (collectively "Disputes") arising under or related to this Agreement or the breach hereof, except those arising pursuant to Attachment 13, Connectivity Billing and Recording, shall be resolved according to the procedures set forth in Attachment 3. Disputes involving matters subject to the Connectivity Billing and Recording provisions contained in Attachment 13, shall be resolved in accordance with the Billing Disputes section of Attachment 13. In no event shall the Parties permit the pendency of a Dispute to disrupt service to any CLEC or NEVADA Customer contemplated by this Agreement. The foregoing notwithstanding, neither this Section 16 nor Attachment 3 shall be construed to prevent either Party from (a) invoking a remedy required by the Act, FCC, or Commission regulations thereunder or (b) seeking and obtaining temporary equitable remedies, including temporary restraining orders. A request by a Party to a court or a regulatory authority for interim measures or equitable relief shall not be deemed a waiver of the obligation to comply with Attachment 3.

17. **NOTICES**

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to CLEC:

Joshua A. Ploude
Director, Regulatory Affairs
6855 Tujunga Avenue
North Hollywood, CA 91605

If to NEVADA:

Contract Administration
Attn: Notices Manager
311 S. Akard, 9th Floor
Dallas, Texas 75202-5398

Roger A. Moffitt
Senior Attorney
Nevada Bell
645 E. Plumb Ln., Room B132
Reno, NV 89502

Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given when received.

18. **CONFIDENTIALITY AND PROPRIETARY INFORMATION**

18.1. For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by the Discloser to the Recipient. All information which is disclosed by one Party to the other in connection with this Agreement shall automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders for Network Elements, Ancillary Functions, Combinations, Local Services or other services placed by CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of CLEC Customers pursuant to the Act and the rules and regulations of the FCC, and Recorded Usage Data as described in Attachment 14, whether disclosed by CLEC to NEVADA or otherwise acquired by NEVADA in the course of the performance of this Agreement, shall be deemed Confidential Information of CLEC for all purposes under this Agreement.

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

Parties to this Agreement, and the agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

- 18.3. The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.
- 18.4. The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 18.5. The Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning the provision of interLATA services by NEVADA. Additionally, the Recipient may disclose Confidential Information if so required by law, a court, or governmental agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the intended disclosure, and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek a protective order that covers the Confidential Information to be disclosed.
- 18.6. Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination.
- 18.7. Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is

any such license implied, solely by virtue of the disclosure of any Confidential Information.

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

18.9. Nothing in this Section 18 shall prevent NEVADA from using Recorded Usage Data for the limited purpose of network planning and management.

19. **BRANDING**

Services offered by CLEC that incorporate Network Elements, Ancillary Functions or Combinations made available to CLEC pursuant to this Agreement, and Local Services that CLEC offers for resale shall be branded as stated in the Attachments to this Agreement. In no event shall NEVADA personnel installing or repairing CLEC Local Service, Network Elements, or Combinations initiate a conversation with the end user customer to market NEVADA product or services. NEVADA personnel shall respond to any inquires from end users or consumers concerning NEVADA's products or services by providing a telephone number to call for information.

20. **MISCELLANEOUS**

20.1. Delegation or Assignment - Neither Party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party which will not be unreasonably withheld. Any prohibited assignment or delegations shall be null and void.

20.2. Subcontracting - If any obligation under this Agreement is performed through a subcontractor, the original Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations it performs through subcontractors, and shall be solely responsible for payments due its subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third Party in connection with the provision of Local Services or Network Elements hereunder shall provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.

- 20.3. Nonexclusive Remedies** - Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.
- 20.4. No Third-Party Beneficiaries** - Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.
- 20.5. Referenced Documents** - Whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, Pacific Bell/Nevada Bell Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, CLEC Practice, Pacific Bell/Nevada Bell Practice, or publication of industry standards . Should there be an inconsistency between or among publications or standards, the Parties shall mutually agree which requirement shall apply.
- 20.6. Governing Law** - The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of Nevada other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect. The Parties submit to personal jurisdiction in Reno, Nevada and waive any and all objections to Nevada venue.
- 20.7. Publicity and Advertising** - Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.
- 20.8. Amendments or Waivers** - Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed either by an officer of the Party against whom such amendment, waiver or consent is claimed or by the designated representative of such an officer. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or

condition. By entering into this Agreement neither Party waives any right granted to it pursuant to the Act.

- 20.9. Severability** - If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.
- 20.10. Entire Agreement** - This Agreement, which shall include the Attachments, Appendices and other documents referenced herein, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.
- 20.11. Definitions:** The definitions contained in Attachment 1 are meant to accurately describe the meaning accorded the term as required by the Act and as used in this Agreement. In the event of any disagreement between a definition of the term in the Act, in Attachment 1 or any other part of this Agreement (including the Attachments), the definition in the Act shall supersede any definition in the Agreement or Attachments and any specific definition in an Attachment other than Attachment 1 shall supersede the definition in Attachment 1.
- 20.12. Survival of Obligations** - Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.
- 20.13. Executed in Counterparts** - This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.
- 20.14. Headings of No Force or Effect** - The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no

way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

20.15. It is NEVADA'S position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

In witness whereof, the Parties have executed this Agreement through their authorized representatives.

PACIFIC CENTREX SERVICES, INC.

***NEVADA BELL TELEPHONE COMPANY
D/B/A SBC NEVADA
BY SBC TELECOMMUNICATIONS, INC.,
ITS AUTHORIZED AGENT**

Signature: 

Signature: 

Name: Joshua Ploude
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Title: Vice President
(Print or Type)

Title: ^{For/} President - Industry Markets

Date: 4-7-2003

Date: 4/9/03

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999 issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (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), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this MFN Agreement, and providing certain UNEs and UNE combinations (to the extent provided for under this Agreement), Nevada Bell does not waive any of its rights, remedies or arguments with respect to such decisions, including its right to seek legal review (including a stay pending appeal) of such decisions or modifications to the underlying Agreement and this Agreement under the intervening law clause or other provisions of this Agreement to reflect the fact that Nevada Bell's obligation to provision UNEs identified in this Agreement is subject to the provisions of the federal Act, including but not limited to, Section 251(d), including any legally binding interpretation of those requirements that may be rendered by the FCC, state regulatory agency or court of competent jurisdiction in any proceeding. Nevada Bell further reserves the 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.

*Nevada Bell'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 November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (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"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in

such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the 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, based upon any action by any telecommunications carrier, 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 invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, 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. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

ATTACHMENT 1

DEFINITIONS

DEFINITIONS

1. "Access Tandem Switches" are switches used to connect End Offices to Interexchange Carrier switches. NEVADA's Access Tandem Switch is also used to connect and switch traffic between and among Central Office Switches.
2. "Act" means the Communications Act of 1934, 47 U.S.C. 151 et seq., as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission.
3. "Advanced Intelligent Network (AIN) Trigger Capability" is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling in order to enable carriers to offer advanced features and services.
4. "AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.
5. "Ancillary Functions" are services or facilities that NEVADA offers to CLEC so that CLEC may obtain and use unbundled Network Elements or NEVADA services to provide telecommunications services to CLEC's customers. Ancillary Functions include collocation and rights of way, and may include other services or facilities as mutually agreed to by the Parties.
6. "Applicable Law" shall mean all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any Governmental Authority, including without limitation those relating to the environment, health and safety, which apply or relate to Work Locations or the subject matter of this Agreement.
7. "CLEC Customer" means the relationship for a specific service with any business or residential customer to the extent such customer purchases CLEC services.
8. "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party. "ANI" is also used to identify the calling number to 911 PSAPs.
9. "Automatic Location Identification/(ALI)" means the feature of E911 that displays at the PSAP the address of the calling telephone number. This feature requires a

data storage and retrieval system for translating telephone numbers to the associated address. ALI information may include Emergency Service Number (ESN), street address, room or floor, and names of the enforcement, fire and medical agencies with jurisdictional responsibility for the address. The Management System (E911) database is used to update the Automatic E911 Location Identification (ALI) databases.

10. "Automatic Route Selection (ARS)" is a service feature that provides for automatic selection of the most appropriate outbound route for each call based on criteria programmed into the system.
11. "Busy Line Verification" or "BLV" means a service in which an end user requests an operator to confirm the busy status of a line.
12. "Busy Line Verification and Interrupt" or "BLVI" means a service in which an end user requests an operator to confirm the busy status of a line and requests an interruption of the call.
13. "CABS" means the Carrier Access Billing System.
14. "Calling Party Number (CPN)" means a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the calling party.
15. "Central Office Switch" or "Central Office" means a switching entity within the public switched telecommunications network, including but not limited to End Office Switches and Tandem Switches. Central Office Switches may be employed as combination End Office/Tandem Switches.
16. "CLC Operations Handbook" means Sections 16.6 and 16.7 of the CLC Handbook, which address NEVADA's Operations and Administration interfaces for local interconnection and SS7.
17. "Centralized Message Distribution System (CMDS)" means the transport system that LECs use to exchange outcollect and CABS access messages among each other and other parties connected to CMDS.
18. "Charge Number" means a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
19. "Centrex" means a Telecommunications Service that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide many private branch exchange-like features.
20. "CLASS (Custom Local Area Signaling Service) and Custom Calling Features" means a grouping of optional enhancements to basic local exchange service that

offers special call handling features to end users (e.g., call waiting, call forwarding and automatic redial).

21. "Combination" shall have the meaning set forth in 47 C.F.R. Section 51.315.
22. "Commission" means the Public Service Commission of Nevada.
23. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call. Signaling System 7 (SS7) is the CCS network presently used by telecommunications carriers.
24. "Competitive Local Carrier (CLC)" or "Competitive Local Exchange Carrier (CLEC)" is a carrier who competes in the provision of local exchange telecommunications service and is not an Incumbent LEC as defined by 47 U.S.C., Section 251 (h) of the Act.
25. "Conduit" means a tube or similar enclosure that may be used to house communication or communications-related power cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts. An inner duct means a separate tube or enclosure within a conduit.
26. "Confidential Information" has the meaning set forth in Section 18.1 of the General Terms and Conditions.
27. "Contract Year" means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.
28. "Control Office" means an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements
29. "Cross Connection" means an intra-wire center channel connecting separate pieces of telecommunications equipment
30. "Customer Usage Data" means the local Telecommunications Services usage data of an CLEC Customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by NEVADA and forwarded to CLEC.
31. "Directory Number Call Forwarding (DNCF)" means an interim form of Service Provider Number Portability (SPNP) which is provided through existing and available call routing and call forwarding capabilities. DNCF will forward calls dialed to an original telephone number to a new telephone number on a multi-path basis. DNCF is not limited to listed directory numbers.

32. "Discloser" means that Party to this Agreement which has disclosed Confidential Information to the other Party.
33. "DSX Panel" means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.
34. "DS-0" means a digital signal rate of 64 Kilobits per second (kbps).
35. "DS-1" means a digital signal rate of 1.544 Megabits Per Second (Mbps).
36. "DS-3" means a digital signal rate of 44.736 Mbps.
37. "E911 Management System (MS)" A system of computer programs used by NEVADA to create, store and update the data that provides Selective Routing ^(SM) and / or Automatic Location Identification (ALI).
38. "E911 Management System Gateway" is a processor that can relieve the host computer (management system) of performing certain tasks, such as message handling, code conversion, error control and application functions.
39. "E911 Service" is a method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.
40. "Effective Date" is the date indicated in the Preface on which the Agreement shall become effective.
41. EISCC" or "Expanded Interconnection Service Cross Connect" means the connection between the collocation Point of Termination (POT) and the unbundled Network Element or interconnection point to a switched or dedicated service in NEVADA's network.
42. "Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.
43. "End Office Switches" are switches from which end users' Exchange services are directly connected and offered.
44. "Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions)

or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

45. "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among LECs for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document which defines industry standards for exchange message records.
46. "Exchange Service" is as defined in the Act.
47. "FCC" means the Federal Communications Commission.
48. "First Interconnection Order" means the First Report and Order issued In the Matter of Implementation of the Local Competition provision in the Telecommunications Act of 1996 (CC Docket No. 96-98, FCC 96-325) (released August 8, 1996).
49. "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.
50. "ILEC" shall mean "Incumbent Local Exchange Carrier" as defined in the Act.
51. "Interconnection" is as described in the Act.
52. "Interexchange Carrier (IEC or IXC)" means a provider of interexchange telecommunications services.
53. "Interim Number Portability" or "INP" means the delivery of service provider Number Portability capabilities through the use of switch-based call routing as described in 47 C.F.R. Section 52.7.
54. "Integrated Services Digital Network" or "ISDN" means a digital switched network service. "Basic Rate ISDN" provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. "Primary Rate ISDN" provides for 23 bearer and 1 data channels.
55. "LEC" shall mean "Local Exchange Carrier" as defined in the Act.
56. "Line Information Data Base(s) (LIDB)" means one or all, as the context may require, of the Line Information Databases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for

telephone line number cards issued by ILECs and other entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.

57. "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.
58. "Link" has the meaning set forth in Attachment 6, Section 6.
59. "Local Calls" are calls that are completed where there is no charge for the completion of the call in NEVADA's serving territory as defined by the Commission.
60. "Local Exchange Routing Guide" or "LERG" means a Bellcore Reference Document used by LECs and IXCs to identify NPA-NXX routing and homing information as well as Network Element and equipment designations, and office functionality.
61. "Local Exchange Traffic" means traffic originated on the network of a LEC in a LATA and completed directly between that LEC's network and the network of another LEC in that same LATA, including intraLATA toll traffic and traffic originated to or terminated from LECs not party to this Agreement. Local Exchange Traffic does not include traffic that is routed to or terminated from the network of an IXC.
62. "Local Interconnection Trunks/Trunk Groups" are used for the termination of Local Exchange Traffic, using Bellcore Technical Reference GR-317-CORE ("GR-317").
63. "Local Loop" shall have the meaning set forth in 47 C.F.R. Section 51.319(a).
64. "Local Number Portability (LNP)" means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
65. "Local Service" has the meaning set forth in Attachment 5, Section 1.1.
66. "Loop" has the meaning set forth in Attachment 6, Section 6.
67. "MECAB" means the Multiple Exchange Carrier Access Billing document prepared under the direction of the Billing Committee of the Ordering and Billing Forum "OBF", which functions under the auspices of the Carrier Liaison Committee of the

Alliance for Telecommunications Industry Solutions (ATIS) , Section 23.1 of Part 1. The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of access and other connectivity services provided by two or more LECs (including LECs and CLCs), or by one LEC or CLEC in two or more states within a single LATA.

68. "Meet Point Trunks/Trunk Groups (MPTGs)" are used for the joint provision of Switched Access services, utilizing Bellcore Technical References GR-394-CORE ("GR-394") and GR-317 CORE ("GR-317"). MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.
69. "MECOD" means the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for access and other connectivity service which is to be provided by two or more local carriers (including a LEC and a CLC), or by one LEC or CLC in two or more states within a single LATA.
70. "Mid-Span Meet" means an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for each LEC's portion of the transmission facility.
71. "911 Service" means a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the authority designated to receive such calls.
72. "Network Element" is as defined in the Act.
73. "NEVADA" means Nevada Bell.
74. "North American Numbering Plan (NANP)" means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
75. "Numbering Plan Area (NPA)" is also sometimes referred to as an area code and the three digit indicator that is defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A

"Non-Geographic NPA," also known as a "Service Access Code" (SAC Code), is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

76. "Number Portability" is as defined in the Act.
77. "NXX", "NXX Code" or "Central Office Code" means the three-digit switch entity indicator that is defined by the "D", "E" and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
78. "OBF" means 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).
79. "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.
80. "Party" means either CLEC or NEVADA. "Parties" means CLEC and NEVADA.
81. "Percent Local Usage" or "PLU" means a percentage amount that represents the ratio of the local minutes to the sum of local and intraLATA toll minutes sent between the Parties over Local Interconnection Trunks. Directory Assistance, BLV/BLVI, 900, transiting calls from other LECs, WSP traffic and interLATA Switched Access calls are not included in the calculation of PLU.
82. "Permanent Number Portability (PNP)" means a long-term solution to provide LNP for all customers and all providers consistent with the Act and implementing regulations.
83. "Physical Collocation" shall have the meaning set forth in 47 C.F.R. Section 51.5.
84. "Point of Interconnection" or "POI" means 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.
85. "Pole Attachment" means the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.
86. "Port" means a termination point in the end office switch. For purposes of general illustration, a Port includes a line card and associated peripheral equipment on an End Office Switch which serves as the hardware termination for line or trunk side facilities connected to the End Office switch. Each line side Port is typically

associated with one or more telephone numbers that serve as the customer's network address.

87. "Public Safety Answering Point (PSAP)" means the designated agency to which calls to E911/911 services are routed.
88. "Rate Center" identifies the specific geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC (or CLC) for its provision of Exchange Services. The rate point is a geographic location identified by specific V&H (Vertical and Horizontal) coordinates, which are used to measure distance sensitive end user traffic to/from the particular NPA-NXX designations with the specific Rate Center.
89. "Rating Point" means the Vertical and Horizontal (V&H) coordinates associated with a particular telephone number for rating purposes.
90. "Real Time" means the actual time in which an event takes place, with the reporting on or the recording of the event practically simultaneous with its occurrence.
91. "Recipient" means that Party to this Agreement to which Confidential Information has been disclosed by the other Party.
92. "Recorded Usage Data" has the meaning set forth in Attachment 14.
93. "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.
94. "Right of Way (ROW)" means the right to use the land or other property of a third party or governmental authority to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes or other locations.
95. "Routing Point" means 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.

96. "Served Premises" means collectively, the CLEC designated locations to which CLEC orders Network Elements, Ancillary Functions or Combinations.
97. "Service Control Point" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.
98. "Service Provider Local Number Portability" shall have the same meaning as Number Portability as defined in the Act and FCC regulations thereunder.
99. "Signal Transfer Point" or "STP" means equipment that performs a packet switching function that routes signaling messages among SSPs, SCPs, Signaling Points (SPs), and other STPs in order to set up calls and to query databases for advanced services.
100. "Special Construction" shall have the meaning set forth in NEVADA's PUC OF NEVADA Tariff No. A4.2. as of the Effective Date of this Agreement and shall not be subject to change except upon mutual agreement of the Parties (even if the underlying tariff changes), provided that CLEC will be treated no less favorably than NEVADA treats its own end-user customers.
101. "Switched Access" service means an offering of access to services or facilities for the purpose of the origination or termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access services includes: Feature Group A (FGA), Feature Group B (FGB), Feature Group C (FGC), Feature Group D (FGD), Toll Free Service, 700 and 900 access. Switched Access service does not include traffic exchanged between LECs for purposes of local exchange interconnection.
102. "Switched Access Meet Point Billing" means a billing arrangement used when two or more LECs jointly provide a Switched Access service over Meet Point Trunks, with each LEC receiving an appropriate share of the revenues. The access services will be billed using Switched Access rate structures, and the LECs will decide whether a single bill or multiple bill will be sent. If the LECs cannot agree, multiple bills will be sent.
103. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
104. "Toll Traffic" means IntraLATA traffic falling outside of the normal free calling area as defined by the Commission.

105. "Toll Free Service" means service provided with any dialing sequence that invokes toll-free, i.e., 800-like, service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.
106. "Transit Rate" is the rate that applies to local and toll calls sent between a LEC and a CLC destined for a third-party LEC or CLC.
107. "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.
108. "Unbundled Services Cross Connect" or "USCC" is a connection between an unbundled link, which terminates at the distribution frame, and the digital cross connect system, for the purpose of combining an unbundled link and NEVADA unbundled transport when multiplexing is required.
109. "Virtual Collocation" shall have the meaning set forth in 47 C.F.R. Section 51.5.
110. "Voluntary Federal Customer Financial Assistance Programs" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.
111. "Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities CLEC or NEVADA or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by-products), except for substances and materials that CLEC, NEVADA or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.
112. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. A NEVADA Bell Wire Center can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and access services, are located. However, for purposes of collocation, Wire Center shall mean those points eligible for such connections as specified in FCC Docket No. 91-141, and rules adopted pursuant thereto, as modified by subsequent FCC decisions.

113. "Wireless Service Provider or "WSP" means a provider of Commercial Mobile Radio Services (CMRS) e.g., cellular service provider, Personal Communications Services provider, or paging service provider.
114. "Work Locations" means any real estate that CLEC or NEVADA, as appropriate, owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

ATTACHMENT 2

ACRONYMS

ACRONYMS

ACRONYM	DEFINITION
AAA	American Arbitration Association
AIN	Advanced Intelligent Network
ALI	Automatic Location Identification
ALI/DMS	Automatic Location Identification/Data Management System
AMA	Automated Message Accounting
AMI	Alternate Mark Inversion
ANSI	American National Standards Institute
APTOS	Automated Pricing, Terminals, Options and Services
ARPM	Average Revenue Per Message
ATIS	Alliance for Telecommunications Industry Solutions
ATM	Asynchronous Transfer Mode
B8ZS	Bipolar 8 Zero Substitution
BICI	Broadband Inter-Carrier Interface
BITS	Building Integrated Timing Supply
BLV/BLVI	Busy Line Verification/Interrupt
BOSS	Billing & Ordering Support System
BRCS	Business and Residential Customer Service
C	Network Element Combination
C-DTTA	Combination of Dedicated Transport & Tandem
C-LPLS	Combination of Loop & Local Switching
C-LSCTSSDBTS	Combination Local Service, Common Transport Signaling, Databases and/or Tandem Switching
CABS	Carrier Access Billing System
CAMA ANI	Centralized Automatic Message Accounting - Automatic Number Identification
CAP	Competitive Access Provider
CCITT	Consultative Committee on International Telegraph & Telephone
CCS	Communications Channel Signaling
CCSNIS	Common Channel Signaling Network Interface Specification
CESAR	Customers' Enhanced System for Access Requests
CIC	Carrier Identification Code
CLASS	Custom Local Area Signaling Service
CLC/CLEC	Competitive Local Exchange Carrier
CLEO	Cleopatra (subsystem of CESAR)
CLFI	Common Language Facility Interface
CLLI	Common Language Location Identifier
CMDS	Centralized Message Distribution Systems
CMIP	Coded Mark Inversion Protocol
CO	Central Office
CPE	Customer Premises Equipment
CPN	Calling Party Number

ACRONYM	DEFINITION
CRDD	Customer Requested Due Dates
CT	Common Transport
CY	Current Year
D4	Digital Channel Bank Type 4
DA	Directory Assistance
DACS	Digital Access Crossconnect Systems
DB	Database
DB	Service Central Points/Databases
DCC	Data Communications Channel
DCP	Designated Carrier Plan
DCS	Digital Cross-Connect System
DF	Distribution Frame
DID	Direct Inward Dialing
DLC	Digital Loop Carrier
DLCI	Data Link Connection Identifier
DMOQs	Direct Measures of Quality
DN	Directory Numbers
DN-RI	Directory Number - Route Index
DS-1	Digital Signal Level One
DS-3	Digital Signal Level Three
DS0	Digital Signal Level Zero
DSN	Data Set Name
DSX	Digital Cross Connect
DT	Dedicated Transport
DTMF	Dual-Tone Multi Frequency
E	Network Element
E&M	Ear & Mouth Signaling
E-LP	Element Loop
EAMF	Equal Access Multi-Frequency
EBCDIC	Extended Binary-Coded Decimal Interexchange Code
EBI	Electronic Bonding Interface
EFT	Electronic Fund Transfer
EI	Electronic Interface
EISCC	Expanded Interconnection Service Cross Connection
EMR	Exchange Message Record
EO	End Office
ESF	Extended Super Frame
ESL	Essential Service Line
ESN	Emergency Service Number
ETTR	Estimated Time to Repair
FCC	Federal Communications Commission
FDI	Feeder Distribution Interface

ACRONYM	DEFINITION
FN	Fiber Node
FOC	Firm Order Confirmation
FRF	Frame Relay Forum
FUNI	Framebased User to Network Interface
GTT	Global Title Translation
HDT	Host Digital Terminal
HFC	Hybrid Fiber Coax
HFC-HDT	Hybrid Fiber Coax - Host Digital Terminal
ID	Remote Identifiers
IEC	Interexchange Carrier
IECs	Interexchange Carriers
IEEE	Institute of Electrical and Electronic Engineers
IISP	Interim Interswitch Signaling Protocol
ILEC	Incumbent Local Exchange Carrier
IN	Intelligent Network
INA	Integrated Network Access
INP	Interim Number Portability
ISDN	Integrated Services Digital Network
ISDNUP	Integrated Services Digital Network User Part
ISNI	Intermediate Signal Network Identifier
ISO	International Standardization Organization
ISUP	Integrated Services User Part
ITU	International Telecommunications Union
IVMS	Interswitch Voice Messaging Service
LARG	LIDB Access Routing Guide
LASS	Local Area Signaling Services
LATA	Local Access Transport Area
LC	Loop Concentrator/Multiplexer
LCC	Line Class Code
LD	Loop Distribution
LEC	Local Exchange Carrier
LEC DA	LEC Directory Assistance
LEC SCE	LEC Service Creation Environment
LEC SCP	LEC Service Control Point
LEC SMS	LEC Service Management System
LEC SSP	LEC Service Switching Point
LERG	Local Exchange Carrier Routing Guide
LF	Loop Feeder
LFACS	Loop Facilities Assignment and Control System
LGX	Lightguide Cross-Connect
LIDB	Line Information Data Base
LIDB/AS	Line Information Data Base Administrative System

ACRONYM	DEFINITION
LI OFFICE	Local Interconnection Office
LSC	Local Service Center
LMI	Local Management Interface
LNP	Local Number Portability
LOC	Local Operations Center
LP	Loop
LPIC	LATA Presubscribed Interexchange Carrier
LRCL	Logical Record Length
LRN	Local Routing Number
LS	Local Switching
LSNE	Local Switching Network Element
LSO	Local Serving Office
LSP	Local Service Provider
LSSGR	LATA Switching Systems Generic Requirements
MDF	Main Distribution Frame
MDU	Multiple Dwelling Unit
MDU/BCL	Multiple Dwelling Unit/Business Customer Location
MECAB	Multiple Exchange Carrier Billing
MECOD	Multiple Exchange Carrier Ordering and Design
MF	Multi-Frequency
MIB	Management Information Base
MLT	Mechanized Loop Tests
MOP	Methods of Procedure
MOS	Modified Operator Services
MOU	Minutes of Use
MR	Modification Request
MRVT	MTP Routing Verification Test
MSAG	Master Street & Address Guide
MTP	Message Transfer Port
NANP	North American Numbering Plan
NBSM	Nevada Bell Service Manager
NDM	Network Data Mover
NEBS	Network Equipment Building System
NENA	National Emergency Number Association
NI	Network Interface Device
NID	Network Interface Device
NIU	Network Interface Unit
NMS	Network Management System
NNI	Network to Network Interface
NPA	Numbering Plan Area
NVT	Network Validation Test
OA	Operator Assistance

ACRONYM	DEFINITION
OAM	Operation and Maintenance
OAM&P	Operations Administration Maintenance & Provisioning
OBF	Ordering & Billing Forum
OC	Optical Carrier
OC3	Optical Carrier Level 3
ODS	Optical Distribution
OLI	Originating Line Indicator
OMAP	Operations, Maintenance & Administration Part
ORT	Operational Readiness Test
OS	Operator Services
OSS	Operations Support Systems
OSSGR	Operator Services Systems Generic Requirements
PBX	Private Branch Exchange
PDH	Plesiochronous Digital Hierarchy
PEC	Primary Exchange Carrier
PIC	Primary Interexchange Carrier
PLU	Percent Local Usage
PNP	Permanent Number Portability
POI	Point of Interface
POI	Points of Interconnection
POT	Point of Termination
POTS	Plain Old Telephone Service
PREMIS	Premise Information System
PRI	Primary Rate Interface
PSAP	Public Safety Answering Point
PUC	Public Service Commission of Nevada
RAO	Regional Accounting Office
RCF	Remote Call Forwarding
RECFM	Record Format
RI	Route Index
RI-PH	Route Index - Portability Hub
ROW	Right of Way
RPC	Regional Processing Center
RSM	Remote Switch Module
RT	Remote Terminal
SAC	Service Area Code
SAG	Street Address Guide
SCCP	Signaling Connection Control Point
SCE	Service Creation Environment
SCP	Service Control Points
SDH	Synchronous Digital Hierarchy
SECAB	Small Exchange Carrier Access Billing

ACRONYM	DEFINITION
SL	Signaling Link Transport
SMDI-E	Standard Message Desk Interface - Enhanced
SMS	Service Management System
SNI	Simple Network Interface
SNMP	Simple Network Management Protocol
SONET	Synchronous Optical Network
SORD	Service Order Retrieval and Distribution
SPOC	Single Point of Contact
SPOI	Signaling Point of Interconnection
SRVT	SCCP Routing Verification Test
SS7	Signaling System 7
SSP	Service Switching Points
STP	Signaling Transfer Point
STS	Synchronous Transport Signal
STS-1	Synchronous Transport Signal Level 1
STSN	Synchronous Transport Signal Level N
SWF-DSI	Switched Functional DS1 Service Capability
T1.5	T Carrier Transport @ 1.544 mbps
T3	T Carrier Transport @ 45 mbps
T&M	Time & Material
TBD	To Be Determined
TCAP	Transaction Capabilities Application Port
TDEV	Time Deviation
TDI	Tie Down Information
TIA/EIA	Telecommunications Industries Association/Electronic Industries Association
TR	Technical Requirements
TS	Tandem Switching
TSG	Trunk Sub-Group
TSGR	Transport System Generic Requirements
TSLRIC	Total Service Long Run Incremental Cost
TSP	Telecommunications Services Priority
UNI	User to Network Interface
USCC	Unbundled Services Cross Connector
V&H	Vertical & Horizontal
VB	Variable Block
VCI	Virtual Channel Identifier
VF	Voice Frequency
WDM	Wavelength Division Multiplexing
WSP	Wireless Service Provider
WTN	Working Telephone Number

ATTACHMENT 3
ALTERNATIVE DISPUTE RESOLUTION

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ALTERNATIVE DISPUTE RESOLUTION

1. Purpose

This Attachment 3 is intended to provide for the expeditious, economical, and equitable resolution of disputes between NEVADA and CLEC arising under this Agreement.

2. Exclusive Remedy

2.1 Except for disputes or matters (i) for which the total value of the amount in controversy exceeds One Million Dollars (\$1,000,000), (ii) for which this Agreement or the Telecommunications Act of 1996 specifies a particular remedy or procedure, (iii) for which a Party seeks injunctive relief and/or specific performance in any Court of competent jurisdiction, or (iv) which are covered by the Billing Disputes provisions contained in Attachment 13 (Connectivity Billing and Recording), informal resolution and arbitration under the procedures provided herein shall be the exclusive remedy for all disputes between NEVADA and CLEC arising out of this Agreement or its breach. NEVADA and CLEC agree not to resort to any court, agency, or private group with respect to such disputes except in accordance with this Attachment.

2.1.1 If, for any reason, certain claims or disputes are deemed to be non-arbitrable, the non-arbitrability of those claims or disputes shall in no way affect the arbitrability of any other claims or disputes.

2.1.2 If, for any reason, the FCC or any other federal or state regulatory agency exercises jurisdiction over and decides any dispute related to this Agreement, or to the Telecommunications Act of 1996, or to any tariff and, as a result, a claim is adjudicated in both an agency proceeding and an arbitration proceeding under this Attachment 3, the following provisions shall apply:

2.1.2.1 To the extent required by law, the agency ruling shall be binding upon the Parties and shall take precedence over any contrary ruling of the arbitrator for those matters within the jurisdiction and authority of such agency.

2.1.2.2 The arbitration ruling rendered pursuant to this Attachment 3 shall be binding upon the Parties for purposes of establishing their respective contractual rights and obligations under this Agreement.

3. **Informal Resolution of Disputes**

- 3.1 Prior to initiating an arbitration pursuant to the American Arbitration Association (AAA) rules, as described below, the Parties to this Agreement shall submit any dispute between NEVADA and CLEC for resolution to an Inter-Company Review Board consisting of one representative from CLEC at the Director-or-above level and one representative from NEVADA at the Vice-President-or-above level (or at such lower level as each Party may designate).
- 3.2 The Parties may enter into a settlement of any dispute at any time. The Settlement Agreement shall be in writing, and shall identify how the Arbitrator's fee for the particular proceeding, if any, will be apportioned.
- 3.3 At no time, for any purposes, may a Party introduce into evidence or inform the Arbitrator of any statement or other action of a Party in connection with negotiations between the Parties pursuant to the Informal Resolution of Disputes provision of this Attachment 3.

4. **Initiation of an Arbitration**

If the Inter-Company Review Board is unable to resolve the dispute within 30 days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, either Party may initiate an arbitration in accordance with the AAA rules.

5. **Governing Rules for Arbitration**

The rules set forth below and the rules of the AAA shall govern all arbitration proceedings initiated pursuant to this Attachment; however, such arbitration proceedings shall not be conducted under the auspices of the AAA unless the Parties mutually agree. Where any of the rules set forth herein conflict with the rules of the AAA, the rules set forth in this Attachment shall prevail.

6. **Appointment and Removal of Arbitrator**

- 6.1 A sole Arbitrator (the "Arbitrator") will preside over each dispute submitted for arbitration under this Agreement.
- 6.2 The Parties shall appoint each Arbitrator. Each Arbitrator will serve until a decision is rendered. Each appointment will be made by mutual agreement in writing within thirty (30) days after the Parties have initiated an arbitration proceeding (or such longer period as the Parties may mutually agree to in writing).

- 6.3 In the event that an Arbitrator resigns or becomes unable to discharge his or her duties, the Parties shall, by mutual written Agreement, appoint a replacement Arbitrator within thirty (30) days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the replacement Arbitrator as soon as the replacement Arbitrator is appointed.
- 6.4 In the event that the Parties do not appoint an Arbitrator within the time limit set forth in Section 6.2 of this Attachment 3, or a replacement Arbitrator within the time limit set forth in Section 6.3 of this Attachment 3, either Party may apply to AAA for appointment of such Arbitrator. Prior to filing an application with the AAA, the Party filing such application shall provide ten (10) days prior written notice to the other Party to this Agreement.

7. **Duties and Powers of the Arbitrator**

- 7.1 The Arbitrator shall receive complaints, and other permitted pleadings, oversee any discovery which is permitted, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, 9 U.S.C. Section 1 et seq., hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrator shall have the power to award any remedy or relief that a court with jurisdiction over this Agreement could order or grant, including, without limitation, the awarding of damages, pre-judgment interest, or imposition of sanctions for abuse or frustration of the arbitration process, except that the Arbitrator may not award injunctive relief, punitive damages or any remedy rendered unavailable to the Parties pursuant to Sections 9.3 of this Agreement.
- 7.2 The Arbitrator shall not have the authority to limit, expand, or otherwise modify the terms of this Agreement.

8. **Discovery**

There shall be no discovery except for the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the dispute. NEVADA and CLEC shall attempt, in good faith, to agree on a plan for document discovery. Should they fail to agree, either NEVADA or CLEC may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between NEVADA and CLEC, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

9. **Privileges**

Although conformity to formal rules of evidence may not be necessary in connection with arbitrations initiated pursuant to this Attachment, the Arbitrator shall, in all cases, apply the attorney-client privilege and the work product immunity doctrine.

10. **Location of Hearing**

Unless both Parties agree otherwise, any arbitration hearings will be held in Reno, Nevada.

11. **Decision**

The Arbitrator's decision and award shall be final and binding, and shall be in writing unless the Parties mutually agree in writing to waive the requirement of a written opinion. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision.

12. **Fees**

12.1 The Arbitrator shall, in his or her discretion, apportion the Arbitrator's fees and expenses to reflect the relative success of each Party. In accordance with Section 3.2. of this Attachment 3, in the event that the Parties settle a dispute before the Arbitrator reaches a decision with respect to that dispute, the Settlement Agreement must specify how the Arbitrator's fees for the particular proceeding will be apportioned.

12.2 In an action to enforce or confirm a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, costs, and expenses necessarily incurred in the enforcement proceedings without regard to the local rules of the district in which the suit is brought.

13. **Confidentiality**

13.1 NEVADA, CLEC, and the Arbitrator will treat the arbitration proceeding, including the hearings and conferences, discovery, or other related events, as confidential, except as necessary in connection with a judicial challenge to, or enforcement of, an award, or unless otherwise required by an order or lawful process of a court or governmental body.

13.2 In order to maintain the privacy of all arbitration conferences and hearings, the Arbitrator shall have the power to require the exclusion of any person, other than a Party, counsel thereto, or other essential persons.

13.3 To the extent that any information or materials disclosed in the course of an arbitration proceeding contains proprietary or confidential information (Confidentiality Information) of either Party, it shall be safeguarded in accordance with Section 16 of the General Terms and Conditions of this Agreement. However, nothing in Section 16 of the General Terms and Conditions of this Agreement shall be construed to prevent either Party from disclosing the other Party's Confidential Information to the Arbitrator in connection with or in anticipation of an arbitration proceeding. In addition, the Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information.

14. **Service of Process**

Service may be made by submitting one copy of all pleadings and attachments and any other documents requiring service to each Party and one copy to the Arbitrator. Service shall be deemed made (i) upon receipt if delivered by hand; (ii) the next business day if sent by overnight courier service; or (iii) upon confirmed receipt if transmitted by facsimile. If service is by facsimile, a copy shall be sent the same day by hand delivery or overnight courier service.

Service by CLEC to NEVADA and by NEVADA to CLEC at the address designated for delivery of notices in this Agreement shall be deemed to be service to NEVADA or CLEC, respectfully.

15. **Applicability**

It is NEVADA'S position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

ATTACHMENT 4
DIRECTORY LISTING REQUIREMENTS

ATTACHMENT 4

DIRECTORY LISTING REQUIREMENTS

1. **General**

NEVADA shall make available to CLEC, for CLEC customers, non-discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the following terms and conditions:

2. **White and Yellow Page Listings**

NEVADA contracts the publishing and distribution of white and yellow pages directories. With respect to those directories, upon receipt of the necessary customer information from CLEC, NEVADA will include a standard, basic listing of CLEC's residence customers in the appropriate white pages directory and, for business customers, NEVADA will provide a standard, basic listing of CLEC's customers for inclusion in the appropriate white pages and yellow pages directories at no charge. Additionally, CLEC's customers each will have delivered to them at no charge one copy of appropriate white and yellow pages directories. Where an CLEC Customer has two numbers for a line due to the implementation of Interim Local Number Portability, the second number shall be considered part of the one White Pages basic listing. NEVADA shall permit CLEC two options for non-published service:

Option 1 The non-published listing of CLEC's customer will be included in the non-published directory information database. Option 1 will be provided at the same price Nevada charges its end user customers for the same option.

Option 2 The non-published listing of CLEC's customer will not be included in the non-published directory information database. Option 2 will be provided at no additional cost to CLEC.

NEVADA shall include in its master subscriber list database all Subscriber Listing Information for CLEC customers, except those utilizing Option 2; NEVADA's use of CLEC Subscriber Listing information is subject to Section 6 of this Attachment 4.

3. **Directories**

3.1 Subject to the limitations set forth in this section, NEVADA shall deliver Directory Listings in book form ("Telephone Directories") to each of CLEC's exchange service customers with or without charge on the same basis that it delivers Telephone Directories to its own customers with or

without charge. Timing of such delivery and the determination of which Telephone Directories shall be delivered (whether by customer address, NPA/NXX or other criteria), and the number of Telephone Directories to be provided per customer, shall be provided under the same terms that NEVADA delivers Telephone Directories to its own local service customers provided, however, that NEVADA will deliver all directory listings in book form to CLEC for those CLEC customers receiving non-published service Option 2. NEVADA shall bulk deliver these "Option 2" directories to one location in NEVADA's serving territory to be mutually agreed to by the Parties

3.2 NEVADA shall make available recycling services for Telephone Directories to CLEC customers under the same terms and conditions that NEVADA makes such services available to its own local service customers.

4. **Directory Listing Criteria**

The general terms relating to joint user listings, directory listings, and non-published listings set forth in NEVADA's PUC Tariff No. A, Sections 5.6 and 5.7 shall be available at wholesale rates as specified in Attachment 8 and shall be no less favorable than the wholesale rates made available by NEVADA to similarly situated CLCs. Information relating to paid advertising, publication schedules and coverage of specific directories may be obtained by CLEC from NEVADA's electronic CLC handbook. NEVADA will automatically update the CLC Handbook as product offerings or product process changes are made. Listing handbook updates will be available automatically and will include all changes to the directory listing criteria. Until such time as NEVADA's CLC handbook is available through LI-OFFICE, NEVADA shall provide an updated paper copy of the CLC Listings Handbook on a quarterly basis starting not later than thirty (30) days after the Effective Date of this Agreement. Once the CLC Handbook is available electronically, NEVADA will cease providing CLEC with paper copies thereof.

5. **Customer Guide Pages**

The Parties agree that all Parties shall have the opportunity to have customer service pages published in the appropriate directories. These pages are found in the front section of the directory and provide customer service information, phone numbers, etc. A maximum of two free pages (equivalent of one published page front and back), will be provided without charge to CLEC. CLEC shall be treated in a non-discriminatory manner and pages in excess of two will be charged at parity with the rate NEVADA pays its directory publisher for the same service. The rate for each page is based on the current directory configuration of two customer guide sections, "Reno/Carson City and Surrounding Areas" and the "Out State". The rate is per page and will be printed in both sections. The

first two pages will be free. The Customer Guide Page rate is based on NEVADA's cost for each page and is available upon request. The form and content of such customer information section shall be determined by CLEC and shall be provided by CLEC to NEVADA. However, neither Party's content can contain puffery or rate comparisons with other companies. At CLEC's option, the form and content of this customer information may vary per community directory. The rate for each additional Customer Guide Page is based on NEVADA's cost for each page and is available upon request.

6. **Sale of CLEC Subscriber Listing Information**

NEVADA will include Subscriber List Information of published CLEC local exchange customers in NEVADA's Telephone Directory Reproductions Rights Service, unless instructed in writing by CLEC not to release Subscriber List Information to independent directory publications. NEVADA will include the Subscriber List Information of CLEC local exchange customers in NEVADA's voice and electronic Directory Assistance Services.

7. **Applicability**

It is NEVADA'S position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

ATTACHMENT 5
LOCAL SERVICES RESALE

LOCAL SERVICES RESALE

1. Telecommunications Services Provided for Resale

- 1.1. This Attachment describes several services which NEVADA shall make available to CLEC for resale pursuant to this Agreement. This list of services is neither all inclusive nor exclusive. All Telecommunications Services or offerings of NEVADA which are to be offered for resale at wholesale rates pursuant to the Act, regulations thereunder, and relevant Commission decisions, are subject to the terms herein, even though they are not specifically enumerated or described. NEVADA shall also provide support functions and service functions, as set forth in Sections 4 and 5 of this Attachment 5. The Telecommunications Services provided for resale, and the service functions and support functions provided by NEVADA to CLEC pursuant to this Agreement are collectively referred to as "Local Service." NEVADA shall make promotional offerings available to CLEC for resale. NEVADA shall apply the wholesale discount to the retail price or ordinary rate for a retail service rather than a special promotional rate when such promotions will be in effect for no more than 90 days and NEVADA does not use such promotional offerings to evade its wholesale rate obligations. If NEVADA offers a new service or a service which has not been tariffed on a short-term promotional basis, it must establish the standard retail price or ordinary rate for those services and make those services available to CLEC at that price less the wholesale discount. NEVADA will not use such promotional offerings to evade the wholesale rate obligation, for example by making available a sequential series of 90-day promotional rates.
- 1.2. The rights, obligations and duties set forth in this Attachment are subject to the Act, regulations thereunder, and relevant Commission decisions.

2. General Terms and Conditions for Resale

2.1. Pricing

The prices charged to CLEC for resold Local Service are set forth in Attachment 8 of this Agreement. All Telecommunications Services, including without limitation, promotions, pricing plans, Lifeline Services custom offers and discounts for volume and term commitments, shall be available to CLEC at wholesale rates as specified in Attachment 8, and shall be no less favorable than the wholesale rates made available by NEVADA to similarly situated CLCs; provided, however, pursuant to Section 252 of the Act, implementing regulations and any court or Commission decisions applicable thereto, NEVADA shall make available

to CLEC, without unreasonable delay, any Local Service contained in any agreement to which NEVADA is a party that has been filed and approved by the Commission. NEVADA shall also make available custom offers at wholesale rates, provided, however, that custom offers shall only be available for resale to similarly situated customers and further provided that avoided costs for such custom offers shall be determined by the methodology adopted by the Commission. CLEC shall receive the same volume discounts from NEVADA for Telecommunications Services, including CENTREX, based on its wholesale volume that NEVADA provides to its retail customers based on their retail volume without regard to the number of customers to which CLEC resells such service. In no event shall CLEC be required to agree to volume or term commitments (other than those which may be applicable to NEVADA's end user customers) as a condition for obtaining Local Service at wholesale rates.

2.2. **Resale Restrictions**

To the extent consistent with applicable rules and regulations of the FCC and the Commission, CLEC may resell Local Services to provide Telecommunications Services. NEVADA will not impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. Services that NEVADA has grandfathered or grandfathers in the future may only be resold to end-user customers already subscribing to those same services. Lifeline Service may be resold only to end-user customers who would be eligible to receive Lifeline Service from NEVADA.

2.3. **Dialing and Service Parity; Number Retention**

2.3.1. Unless technically infeasible, for resold service, NEVADA shall ensure that all

CLEC customers experience the same dialing parity as similarly-situated NEVADA customers, such that, for all call types: (i) an CLEC customer is not required to dial any greater number of digits than a similarly-situated NEVADA customer; (ii) the CLEC customer may retain its local telephone number with no loss of features and functionalities; and (iii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an CLEC customer is at least equal in quality to that experienced by a similarly-situated NEVADA customer. This subsection shall apply to 1+ intraLATA calls on the availability date resulting from any Commission order authorizing or requiring intraLATA toll dialing parity in Nevada.

2.3.2. For resold services, NEVADA shall ensure that all CLEC customers experience the same service levels as similarly situated NEVADA customers, and, unless technically infeasible, that there is no loss of features or functionalities, including, but not limited to: same dial tone and ringing; same capability for either dial pulse or touch tone recognition; flat and measured services; speech recognition as available; same extended local free calling area; 1+ IntraLATA toll calling; InterLATA toll calling and international calling; 500, 700, 800/888, 900, and dial around (10XXX/101XXX) services; and restricted collect and third number billing.

2.4. **Changes in Retail Service**

NEVADA will notify CLEC of any changes in the terms and conditions under which it offers Local Telecommunications Services at retail to subscribers who are not telecommunications service providers or carriers, at least 60 days prior to the effective date of such change.

2.5. **Primary Local Exchange Carrier Selection**

NEVADA shall apply the principles set forth in Section 64.1100 of the FCC Rules (47 C.F.R. Section 64.1100) to the process for end-user selection of a primary local exchange carrier. NEVADA shall not require a written letter of authorization from the customer, and shall not require a disconnect order from the customer, another carrier, or another entity, in order to process an CLEC order for Local Service for the customer.

2.6. **Forecasts**

CLEC shall provide to NEVADA forecasts of the number of Resale Services at a LATA level on a semi-annual basis. CLEC will provide the first such forecast prior to submitting the first Link order. Where and when CLEC has forecasts for Links at a more discrete level, CLEC will provide such forecasts to NEVADA.

3. **Requirements for Specific Services**

3.1. **CENTREX Requirements**

3.1.1. At CLEC's option, CLEC may purchase the entire set of CENTREX features or a subset of any one or any combination of such features. The CENTREX Service provided for resale will meet the following requirements:

3.1.1.1. All deployed features and functions of CENTREX Service offered to any NEVADA customer, whether offered under tariff or otherwise filed with the Commission, shall be available to CLEC, where deployed, for resale, without any customer class restrictions other than those which may be

imposed by applicable orders of the FCC or the Commission.

- 3.1.1.2. NEVADA shall provide to CLEC a list of all CENTREX features and functions offered by NEVADA within thirty (30) days or less of the Effective Date of this Agreement.
- 3.1.1.3. All service levels and features of CENTREX Service provided by NEVADA for resale by CLEC shall be at parity to those provided to NEVADA's end user customers.
- 3.1.1.4. CLEC shall pay a one time, non-recurring charge, as set forth in Attachment 8 of this Agreement to pay for the cost of suppressing the need for CLEC customers to dial "9" ("Assumed Dial 9") when placing calls outside the CENTREX System.
- 3.1.1.5. CLEC may utilize Automatic Route Selection (ARS).
- 3.1.1.6. CLEC may aggregate the CENTREX local exchange and IntraLATA traffic usage of CLEC Customers to qualify for volume discounts on the basis of such aggregated usage.
- 3.1.1.7. CLEC may aggregate multiple CLEC Customers on dedicated access facilities. CLEC shall pay the rates for DS-1 termination set forth in Attachment 8 of this Agreement for such service.

3.2. **CLASS and Custom Calling Features Requirements**

Where deployed and offered, CLEC may purchase the entire set of CLASS and Custom Calling features and functions, or any one or any combination of such features, on a customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased. NEVADA shall provide to CLEC a list of all such CLASS and Custom features and functions within thirty (30) days or less of the Effective Date of this agreement.

3.3. **Exception Account Notification**

3.3.1. An end-user customer account may be considered an "Exception Account," for purposes of this Agreement, when certain conditions exist (e.g. the LifeLine Service rate is billed, Deaf and Disabled equipment has been provided, tax exemptions exist, participation in other programs which provide for reduced or special rates, or subsidies).

3.3.2. NEVADA shall forward the account information to CLEC which identifies a specific end-user as currently eligible and participating in such programs, in an electronic format in accordance with the procedures set forth in this Attachment and Attachment 11.

3.3.3. NEVADA shall provide Lifeline Service to CLEC for resale until such time as CLEC becomes eligible to receive support from the federal Lifeline subsidy program. Thereafter, NEVADA shall provide CLEC the capabilities required for Lifeline Service at parity with the Lifeline Service offered to NEVADA's end-user customers.

3.4. **Intercept and Transfer Services**

Upon request from CLEC, NEVADA will provide an intercept referral message that includes any new CLEC telephone number for the same period of time as Nevada provides to its existing end user customers, and NEVADA will provide directory updates at the next publication. This intercept referral message shall be approved by CLEC and shall be similar in format to the intercept referral messages currently provided by NEVADA for its own end users.

3.5. **E911/911 Services**

NEVADA shall provide to CLEC, for CLEC customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP) at parity to that provided to NEVADA's end-user customers. NEVADA's ALI database shall provide the PSAP with CLEC customer information. Nevada will assist the PSAP in determining the appropriate CLC to contact in the case of misrouted calls belonging to each CLC. NEVADA will provide CLEC with access to NEVADA's Master Street Address Guide (MSAG), in paper form and magnetic tape, for purposes of allowing CLEC to update and validate customer records in the E911 Management System (E911 MS) database used to support E911/911 services. NEVADA will provide CLEC revised copies of the MSAG on a quarterly basis until such time as it is electronically available through EDI, at which time NEVADA will no longer provide CLEC with paper or tape copies thereof. NEVADA will offer to CLEC a diskette version of the MSAG, when available. NEVADA will use all reasonable efforts to maintain the MSAG database consistent with correct information in the PREMIS database. Nothing in this Agreement precludes CLEC from establishing and updating its own ALI/DMS data base.

4. **Support Functions for Resold Services:**

4.1. The following support functions are offered in conjunction with a resold service: Operator Services. Operator Services consists of Directory Assistance and Operator Assistance.

4.2. **Routing to Operator Services**

Where CLEC purchases resold Local Service, at CLEC's option, NEVADA will provide the functionality and features required to modify the originating subscriber's line at NEVADA's local switch (LS) or, when intraLATA presubscription is implemented, NEVADA's Access Tandem (AT) to route all calls to the CLEC Network for Operator Services. Such routing to CLEC's Operator Services shall be available as specified in Attachment 6, Section 7.1.4.

4.2.1. **Operator Services:**

Operator Assistance calls which, at CLEC's option, are routed to NEVADA will meet the following requirements:

4.2.1.1. The calls will be unbranded, with no reference, express or implied, to NEVADA. When technically feasible the calls will be branded "CLEC" or such other brand as may be requested by CLEC.

4.2.1.2. NEVADA will provide the following services to CLEC's end users at no charge in parity with the information NEVADA provides its own end users:

4.2.1.2.1 For intraLATA rates where CLEC concurs with NEVADA's rates, NEVADA will quote call time and charges for CLEC's end users.

4.2.1.2.2 For intraLATA rates where CLEC does not concur with NEVADA's rates, NEVADA will transfer CLEC's end user to the number supplied by CLEC for such requests.

4.2.1.2.3 For interLATA rate information and calling plan rate information, NEVADA will provide CLEC's end user with appropriate dialing instructions to reach their carrier for such information.

4.2.1.3. NEVADA will provide Operator Services to CLEC which are at parity with services which NEVADA provides to itself and its own end-user customers.

4.2.2. **Directory Assistance:**

4.2.2.1. In accordance with the availability as specified in Section 7.1.4 of Attachment 6 to this Agreement, at CLEC's option,

NEVADA shall route local Directory Assistance calls dialed by CLEC customers directly to the specified CLEC trunk group. With implementation of IntraLATA Presubscription, intraLATA foreign NPA calls will be routed based upon the end user's intraLATA PIC.

- 4.2.2.2. Subject to the conditions set forth in Attachment 4, Sections 2 and 3, NEVADA will include the CLEC customer's listing in its Directory Assistance database as part of the Service Order process. NEVADA will honor CLEC customer's preferences for listing status, including non-published, as noted on the Service Order Request or similar form and will ensure that the listing appears as CLEC requested in the NEVADA database which is used to perform Directory Assistance functions.

4.3. **Operator Assistance:**

- 4.3.1. NEVADA will provide the full range of Operator Assistance, at the rates set forth in Attachment 8, including, but not limited to, collect, person-to-person, station-to-station, bill-to-third party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.
 - 4.3.1.1. At CLEC's option, and consistent with the implementation schedule set forth in Attachment 6, Section 7.1.4, NEVADA shall route local Operator Assistance calls (0+, 0-) dialed by CLEC customers directly to the CLEC Local Operator Assistance platform. Such traffic shall be routed over trunk groups specified by CLEC which connect NEVADA end offices and the CLEC Local Operator Assistance platform, using standard Operator Assistance dialing protocols of 0+ or 0-.
 - 4.3.1.2. NEVADA will provide the functionality and features within its Local Switch (LS) to route CLEC customer dialed 0- and 0+ IntraLATA calls to the CLEC designated trunk on the Main Distribution Frame (MDF) or Digital Cross Connect (DSX) panel via Modified Operator Services Signaling (MOSS) Feature Group C signaling. In all cases, NEVADA will provide post-dial delay at least equal to that provided by NEVADA for its end user customers.

In addition and at CLEC's request, when intraLATA presubscription is implemented, NEVADA will provide the functionality and features within its Access Tandem to

route CLEC customer dialed 0- calls to the CLEC designated trunk on the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel via Feature Group D signaling to CLEC. On 0+ calls NEVADA will route the calls to the presubscribed carrier of CLEC's end user customer.

4.3.1.3. NEVADA will warm-line transfer any CLEC customer requesting rate information to CLEC, as follows:

4.3.1.3.1. Warm-line transfers without charge: NEVADA will warm-line transfer any CLEC customer requesting intraLATA rate information (except calling plan information), at no charge to CLEC.

4.3.1.3.2. Warm-line transfers are unavailable under general tariff. At CLEC's request, subject to a mutually agreed upon contract, NEVADA will warm-line transfer any CLEC customer requesting interLATA, interstate or international rate information, as well as intraLATA calling plan information, and charge CLEC the mutually agreed upon rate for carrier-to-carrier warm-line transfers.

4.3.2. Repair Calls:

Either Party shall refer repair calls dialed by the other Party's end-user customer to the repair number supplied by the appropriate Party. When technically feasible at CLEC's option NEVADA shall provide the ability to route 611 repair calls directly to CLEC's repair services platform.

4.3.3. Non-discriminatory Treatment:

All direct routing capabilities described herein shall permit CLEC customers to dial the same telephone numbers for CLEC Directory Assistance or Local Operator that similarly-situated NEVADA customers dial for reaching equivalent NEVADA services. Such non-discriminatory dialing to reach CLEC's Directory Assistance or Local Operator shall be available consistent with the implementation schedule in Attachment 6, Section 7.1.4.

4.3.4. Emergency Calls:

NEVADA, no later than ten (10) business days after the Effective Date, shall provide to CLEC the emergency public agency (e.g.,

police, fire, ambulance) telephone numbers linked to each NPA-NXX. Such data will be transmitted via the Electronic Interface described in Attachment 11, or by an interim means agreed by the Parties. NEVADA will electronically transmit to CLEC, in a timely manner, all changes, alterations, modifications and updates to such data. NEVADA shall accurately transmit information provided to NEVADA by the emergency public agency, but assumes no liability for the accuracy of such information.

4.4. **Busy Line Verification and Emergency Line Interrupt**

Until such time as an electronic interface is made available by NEVADA to access NEVADA's switch for Operator Services, if CLEC has purchased the resale line without NEVADA's Operator Services, NEVADA will offer Operator-to-Operator BLV/BLVI to CLEC on a non-discriminatory basis, in accordance with LERG instructions. NEVADA requires that a reciprocal BLV/BLVI network be established between NEVADA and CLEC's operator service provider.

4.5. **Access to the Line Information Database**

NEVADA shall update and maintain CLEC customer information in the Line Information Database ("LIDB") in the same manner and on the same schedule that it maintains information in LIDB for NEVADA customers.

4.6. **Telephone Line Number Calling Cards**

Effective as of the date of an end-user's subscription to CLEC Service, NEVADA will remove any NEVADA-assigned telephone line calling card number (including area code) ("TLN") from the LIDB.

4.7. **Call Blocking**

Upon CLEC's request, NEVADA will provide blocking on a line by line basis of an CLEC customer's access to any or all of the following call types: 900, bill to third and collect, and such other call types for which NEVADA provides blocking to similarly situated customers.

4.8. **Pay Phone Services**

4.8.1. "Pay Phone Service" is defined by Section 276 of the Act and any FCC and Commission regulations adopted thereto. These services may include the provision of service from public pay telephones, the provision of inmate telephone service in correctional institutions, and the provision of any ancillary services within the meaning of Section 276 of the Act.

4.8.2. Pay phone lines are defined as the loop from the pay phone set point of demarcation to the Serving Wire Center. Pay phone lines

are attached to coinless and coin pay phone sets (e.g. NEVADA's COPT service).

4.8.3. NEVADA will provide CLEC all retail telecommunications functions and features provided by NEVADA through pay phone lines, in the same form, made available by NEVADA to customers for its pay phone line customers (e.g. COPT providers).

4.8.4. Each Party will comply with Section 276 of the Act and FCC regulations adopted thereunder in connection with selection of carriers for intraLATA, interLATA and international telephone services from pay phone sets.

5. Service Functions

5.1. Electronic Interface

5.1.1. In the event that an EDI interface has not been deployed prior to CLEC's intent to enter the NEVADA market, NEVADA shall provide an interim electronic interface known as Resale Mechanized Interface/Network Data Mover ("RMI/NDM") for transferring and receiving all Service Orders and related information such as Firm Order Confirmations (FOC), Jeopardies, Rejects, Simple and Complex Completions. The NDM network interface shall be administered through a gateway that will serve as a single point of contact for the transmission of data from CLEC to NEVADA, and from NEVADA to CLEC. The requirements and implementation of such a data transfer system are/will be set forth in Attachment 11 and are incorporated by this reference as though fully set forth herein. An NDM interface will be made available within thirty (30) days of NEVADA's receipt of a written request from CLEC to make such interface available or upon implementation at Pacific Bell, whichever is earlier. It is understood that this interface will be the same as that implemented within Pacific Bell.

5.1.2. For the Long Term, NEVADA and CLEC agree to adopt an Electronic Interface ("EI") standard to transmit and receive Pre-Order, Order and Provisioning data in a "real time" environment. CLEC and NEVADA will exchange requests and responses over the EDI interface established between CLEC and Pacific Bell. Both companies agree that this solution is in their mutual best interest and will negotiate in good faith for the earliest possible deployment of an EI standard, as set forth in Attachment 11. It is understood that this interface will be the same as that implemented within Pacific Bell, and that deployment within NEVADA will be in conjunction with deployment in Pacific Bell.

5.2. **Work Order Processes**

5.2.1. NEVADA shall ensure that all work order processes used to provision Local Service to CLEC for resale meet the service parity requirements set forth in this Agreement or its Attachments

5.2.2. Additional Service Ordering, Provisioning, Maintenance, Billing and Customer Usage Data requirements and procedures are set forth in Attachments 11, 12, 13 and 14.

5.3. **Point of Contact for CLEC Customers**

5.3.1. Except as otherwise provided in this Agreement, CLEC shall be the single and sole point of contact for all CLEC customers.

5.3.2. Each Party shall refer all questions regarding the other Party's service or product directly to the other Party at a telephone number specified by the other Party.

5.3.3. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services; (iii) shall not use these misdirected calls as opportunities to solicit the move from one company to another.

5.4. **Single Point of Contact**

Each Party shall provide the other Party with a Single Point of Contact (SPOC) for all inquiries regarding the implementation of this Attachment. Each Party shall accept all inquiries from the other Party and provide timely responses.

5.5. **Pre-Service Order Information**

To facilitate the ordering of new service for resale or changes to such service to an CLEC customer (Service Order), NEVADA shall provide, consistent with the information exchange as set forth in Attachment 11, Appendix A, CLEC's representatives with access to NEVADA's address, telephone number, and switch feature information. This will allow CLEC to perform functions such as, but not limited to, Telephone Number Assignment, an LSO to address correlation, service and feature availability by Switch type and other such functions which are deemed necessary to provide the customer with a common experience when dealing with CLEC. NEVADA shall comply with CLEC requests to:

- 5.5.1. Obtain customer information, including customer name, billing and residence address, billing telephone number(s), current participation in Voluntary Federal Customer Financial Assistance Program if available, Telephone Relay, and other similar services, and identification of NEVADA features and services subscribed to by customer;
- 5.5.2. Obtain information on all features and Local Telecommunication Services available for resale by switch CLLI/NPA-NXX. This information will be provided monthly on diskette. When the interfaces specified in Section 5.1.2 are implemented for real-time access via an electronic interface, NEVADA will no longer provide CLEC with a monthly diskette;
- 5.5.3. Enter the CLEC customer order for all desired features and services;
- 5.5.4. Assign a telephone number (if the CLEC customer does not have one assigned);
- 5.5.5. Identify the appropriate primary directory for each end-user location;
- 5.5.6. Identify "next available due date" for service installation;
- 5.5.7. Provide service availability dates;
- 5.5.8. Order local, intraLATA toll service, and enter CLEC customer's choice of primary interexchange carrier on a single, unified order;
- 5.5.9. Suspend or terminate service to an CLEC customer for non-payment and restore service, as appropriate, at parity with NEVADA's ability to suspend or terminate service;
- 5.5.10. Obtain street address information for address verification and street-address-to-wire-center correlation; and,
- 5.5.11. Obtain Directory Book Codes and Publication Close Dates by NPA-NXX and Service Area Name. This information is available in NEVADA's CLC Handbook.

5.6. **Provisioning**

After receipt and acceptance of a Service Order, NEVADA shall provision such Service Order in accordance with the performance standards set forth in Attachment 17 and as set forth below:

- 5.6.1. NEVADA shall provide CLEC with service status notices, within mutually agreed-upon intervals. Such status notices shall include the following:
 - 5.6.1.1. Firm order confirmation, including service availability date, and the need for a service dispatch;
 - 5.6.1.2. Order completion notification of installation which details the work performed, date completed and any additional information, such as material charges;
 - 5.6.1.3. Rejections/errors in Service Orders;
 - 5.6.1.4. Jeopardies and missed appointments;
 - 5.6.1.5. Charges associated with necessary construction;
 - 5.6.1.6. Except for basic exchange service, order status at critical intervals;
 - 5.6.1.7. Except for basic exchange service, test results, where available, will be provided in a form mutually agreeable.
- 5.6.2. Where NEVADA provides installation, NEVADA shall advise an CLEC customer to notify CLEC immediately if the CLEC customer requests a service change at the time of installation.
- 5.6.3. NEVADA shall provide provisioning support to CLEC at parity with the normal business hours it supports its own retail unit. Currently, those hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. PST. In the event NEVADA changes its hours of operations, NEVADA will notify CLEC of such change in writing.
- 5.6.4. NEVADA shall provide training for all NEVADA employees who may communicate, either by telephone or face-to-face, with CLEC customers, during the provisioning process. Such training shall instruct the NEVADA employees not to disparage or discriminate against CLEC, its products or services, and shall comply with the branding requirements of this Agreement.
- 5.6.5. At CLEC's option, CLEC may designate directory listings (Directory Assistance listing and Telephone Directory listing) for existing customers be migrated "as is", with no additional information required.

5.7. **Maintenance**

Maintenance shall be provided in accordance with the requirements and standards set forth in Attachment 12. Maintenance will be provided by NEVADA in accordance with the service parity requirements set forth in this Attachment.

5.8. **Provision of Customer Usage Data**

NEVADA shall provide the Customer Usage Data recorded by NEVADA. Such data shall include CLEC customer Usage Data for Local Service, including both local and intraLATA toll service, all in accordance with the terms and conditions set forth in Attachment 14.

5.9. **Service/Operation Readiness Testing**

5.9.1. In addition to testing described elsewhere in this Section, NEVADA shall test the systems used to perform the following functions sixty (60) days or less if mutually agreed to by the Parties, prior to commencement of NEVADA's provision of Local Service to CLEC, in order to establish system readiness capabilities:

5.9.1.1. All interfaces between CLEC and NEVADA work centers for Service Order, Provisioning;

5.9.1.2. Maintenance, Billing and Customer Usage Data;

5.9.1.3. The process for NEVADA to provide customer service records;

5.9.1.4. The installation scheduling process;

5.9.1.5. Telephone number assignment;

5.9.1.6. Procedures for communications and coordination between CLEC SPOC and NEVADA's Local Operations Center (LOC);

5.9.1.7. Procedures for transmission of Customer Usage Data; and

5.9.1.8. Procedures for transmitting bills to CLEC for Local Service.

5.9.2. The functionalities identified above shall be tested in order to determine whether NEVADA performance meets the applicable service parity requirements and other performance standards set forth herein. NEVADA and CLEC shall make available sufficient technical staff to perform such testing. NEVADA and CLEC

technical staffs shall be available to meet as necessary to facilitate testing. NEVADA and CLEC shall mutually agree on the schedule for such testing.

5.9.3. At either Party's request, each Party shall provide to the other Party any results of the testing performed pursuant to the terms of this Attachment. Either Party may review such results and shall notify the other Party of any failures to meet the requirements of this Agreement.

5.9.4. During the term of this Agreement, NEVADA shall participate in cooperative testing within 30 days of CLEC's request, whenever it is deemed necessary by CLEC to ensure service performance, reliability and customer serviceability. Additional optional testing, above and beyond that which is normally required to assure NEVADA's service performance, reliability and customer serviceability, requested by CLEC, will be billed according to the rates outlined in Attachment 8 to this Agreement.

5.10. **Billing For Local Service**

5.10.1. NEVADA shall bill CLEC for Local Service provided by NEVADA to CLEC pursuant to the terms of this Attachment, and in accordance with the terms and conditions for Connectivity Billing and Recording in Attachment 13.

5.10.2. NEVADA shall recognize CLEC as the customer of record for all Resold Local Service and will send all notices, bills and other pertinent information directly to CLEC unless CLEC specifically requests otherwise.

6. **Applicability**

It is NEVADA'S position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

ATTACHMENT 6

UNBUNDLED NETWORK ELEMENTS

**ATTACHMENT 6
SPECIFICATIONS, SERVICE DESCRIPTIONS, AND IMPLEMENTATION
SCHEDULE FOR UNBUNDLED NETWORK ELEMENTS**

1. General: Unbundled Network Elements

- 1.1. Access To Unbundled Elements Shall Be Specified Herein and Not Presumed The Network Elements offered under this Agreement shall be clearly specified in this Agreement or the attachments hereto. In no event will it be presumed that access to an Network Element is offered unless so specified. The methods of access to Network Elements described in this Attachment are not exclusive. NEVADA will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder, including future unbundled network elements to be introduced by NEVADA. NEVADA will provide CLEC each Unbundled Network Element according to mutually agreed technical parameters. Requests for Network Elements not specified in this Attachment shall be processed according to the process described in Section 1.6 below.
- 1.2 Consistent with the terms and conditions in this Attachment and the Act and regulations thereunder, NEVADA shall offer each Network Element individually and/or in combination with any other Network Element or Network Elements in order to permit CLEC to combine such Network Element or Network Elements with another Network Element or other Network Elements, in combinations that are related and logically associated with one another, obtained from NEVADA or with network components provided by itself or by third parties to provide Telecommunications Services to its customers. Within thirty (30) days after CLEC's request, NEVADA shall make available any Combination specified in the December 19, 1996 Interconnection Agreement between CLEC and Pacific Bell or otherwise agreed to by CLEC and Pacific Bell that Pacific Bell has made available at any location in Pacific Bell territory, provided Nevada has deployed the technology used to provide the element or combination in the locations requested by CLEC.
- 1.3. Consistent with the terms and conditions in this Attachment and the Act and regulations thereunder, NEVADA will permit CLEC to interconnect CLEC's facilities or facilities provided by CLEC or by third parties with each of NEVADA's Network Elements at any point designated by CLEC that is technically feasible. NEVADA will provide access to all features and capabilities of each element, and ensure that the electrical and operating characteristics of the element are at least equal to those supplied to NEVADA's own customers.
- 1.4. CLEC may use one or more Network Elements or unbundled Network Element Combinations to provide any Telecommunications Service. NEVADA agrees to make Combinations available which have been made

available in PACIFIC territory. If CLEC requests a Combination which has not been made available in PACIFIC territory, and for which the Parties have not agreed on methods and procedures for pre-ordering, ordering, provisioning, maintenance, billing and pricing, the Parties will meet and confer pursuant to Section 1.6, below, to establish the processes necessary to provide the combination. In the event the Parties can not agree on technical feasibility or any of the matters specified in the foregoing sentence, the Parties will follow the dispute resolution process set forth in Attachment 3 to the Agreement. Notwithstanding the foregoing, NEVADA agrees to provide, upon CLEC's request, analog bridging, DDS hubbing, and loop conditioning options (conditioning options consist of those options generally available in NEVADA's end-user or access tariffs) as separate unbundled elements; these elements can be ordered either individually or combined with other unbundled network elements. CLEC shall identify the general types of unbundled network element combinations it seeks to obtain from NEVADA. NEVADA must then identify all of the interconnecting facilities that would be required to combine the elements. In the event that CLEC subsequently seeks a combination that it failed to identify specifically and for which different pieces of interconnection equipment are required, NEVADA shall provide the interconnecting equipment at an appropriate price and without undue delay. Prices for Combinations shall be as set forth in Attachment 8.

- 1.5. For each Network Element, NEVADA shall specify a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which is mutually agreed to by the Parties. However, where NEVADA provides contiguous Network Elements to CLEC, NEVADA may provide the existing interconnections and no demarcation point shall exist between such contiguous Network Elements.
- 1.6. Attachment 6, together with Attachments 5, 11, 12, 13 and 14, which collectively describe the Operating Support System Network Element, list the Network Elements and Combinations that CLEC and NEVADA have identified as of the Effective Date of this Agreement. CLEC and NEVADA agree that the Network Elements and Combinations identified in this Agreement are not exclusive. The process of requesting access to a Network Element or Combination not identified herein shall be as follows:
 - 1.6.1 Either Party may identify a Network Element or Combination, that is not currently available in NEVADA's network, by providing written notice to the other Party, which notice shall include a description of the Network Element or Combination adequate to determine technical feasibility and development requirements.

- 1.6.2 The Parties agree to immediately work together to determine (a) the technical feasibility of the request and (b) the requirements to develop the request, and the anticipated cost of developing the quote. If the Network Element or Combination is identified by CLEC, NEVADA shall be allowed a commercially reasonable period of time to evaluate the technical feasibility of the request and the requirements to develop the requested Network Element or Combination. Notwithstanding the foregoing, if the Parties cannot agree within forty-five (45) days (or such other period of time as may be mutually agreeable), whether the Network Element or Combination is technically feasible, or on the requirements necessary to develop the Network Element or Combination, the Parties shall use the alternate dispute resolution process set forth in Attachment 3 to this Agreement.
- 1.6.3 The costs of developing the Network Element or Combination, which includes, but is not limited to, the cost of developing the quote, shall be recovered from any entity which utilizes the Network Element or Combination so identified, including NEVADA and its affiliates. In addition, CLEC shall pay its share of NEVADA's costs of developing any Network Element or Combination, not identified in this Agreement (including, but not limited to, the cost of developing the quote) if CLEC requests development of the Network Element or Combination but subsequently determines not to purchase the Element or Combination. In all cases, CLEC and NEVADA shall meet and confer on the amount of such costs, each Party's respective share of such costs, and the method of recovery. In the event the Parties cannot agree on the amount and method of recovery, the Parties shall track their respective development costs and will use the alternative dispute resolution process set forth in Attachment 3 to this Agreement. Any determination made in alternative dispute resolution shall be subject to modification by a subsequent decision of the Commission. In no event shall either Party allow the pendency of a dispute concerning development costs to delay analysis or implementation of the Network Element or Combination.
- 1.6.4 The charge(s) for Network Elements requested pursuant to this Section shall be specified by amendment to Attachment 8.

1.7 Subloop Unbundling (Distribution Media, Loop Concentrator/ Multiplexers, and Loop Feeder)

- 1.7.1 Requests for subloop unbundling consisting of Distribution Media, Loop Concentrator/Multiplexers or Loop Feeders (as defined in Sections 3, 4 and 5 below), i.e., sub-loop elements, shall be handled on a case-by-case basis. CLEC shall provide written notice of the subloop unbundling request to NEVADA. Upon receipt of such request, the Parties agree to meet and confer within ten (10) business days to establish the timeframe to determine the technical feasibility of the request. If it is technically feasible to provide the specific Network Elements requested, NEVADA shall provide those Network Elements to CLEC without undue delay.
- 1.7.2 If no consensus is reached regarding technical feasibility, either party may petition the Commission for a determination. The cost of determining technical feasibility and expanding the Feeder Distribution Interface (FDI) to allow for placement of additional feeder and/or distribution cables shall be allocated as set forth in Attachment 8, Section 6.2.
- 1.7.3 All work performed at the FDI shall be performed by NEVADA technicians.
- 1.7.4 A report shall be filed with the Commission within six months after completion of the first FDI access under this Agreement. The report may be filed jointly or separately by NEVADA, CLEC and any other connecting carriers. Any report filed by NEVADA or CLEC shall detail any reliability or other problems which arose during or after the FDI interconnection and the specific steps which were taken to correct those problems.
- 1.7.5 The cost of subloop unbundling shall be as specified in Attachment 8, Section 6.2.1.

1.8 AIN Technical Feasibility Testing

Once NEVADA has deployed AIN in its network and upon request by CLEC, NEVADA and CLEC shall engage in cooperative testing of interconnection between NEVADA's AIN capable switches and CLEC's AIN platform. If the testing demonstrates the technical feasibility of such interconnection, NEVADA shall provide unbundled trigger access from its AIN capable switches to CLEC's databases. Disputes regarding the

outcome of the tests may be submitted to the Commission for arbitration, unless the Parties mutually agree on another form of dispute resolution. If NEVADA fails to deploy AIN during the second or third quarter of 1998, CLEC may file a complaint with the Commission in the nature of a show cause proceeding.

1.9 Unless specified otherwise in this Attachment, NEVADA will make the Network Elements identified in this Agreement, and all Combinations specified herein used by NEVADA in its network, available on the Effective Date of this Agreement.

1.10 Development and Implementation Costs.

Development and Implementation costs for all Network Elements set forth in this Attachment, except as described in 1.6.3 above, will be determined and recovered as specified in Attachment 8.

1.11 Dark Fiber.

Where dark fiber is specified as a medium for a Network Element, the following provisions shall apply.

1.11.1 NEVADA will provide to CLEC information for a specified route regarding the location, availability and loss characteristics of dark fiber for Loops and Transport within ten (10) business days after the receipt of CLEC's written request, or longer if mutually agreed by the Parties.

1.11.2 NEVADA will provide dark fiber according to the manufacturer's specifications.

1.11.3 NEVADA may reserve and withhold dark fiber for approved and funded projects that are to be completed within one year of CLEC's request for use of the dark fiber.

1.11.4 CLEC must use electronics on fiber-optic cable pairs that provide equivalent or greater capacity to that deployed in NEVADA's network for the same route before requesting additional dark fiber pairs in that route.

2. Network Interface Device (NID)

2.1 General Description and Specifications of the Network Element

2.1.1 Description: NID is a device or a connection point which connects the network to the Inside Wire (IW) of a facility. The IW is considered the end user's property and can be accessed by the end user or by others with the end user's permission. The side

connecting to NEVADA's network is the property of NEVADA and is considered regulated. This side of the NID can only be accessed by NEVADA or its agents. Unbundling the NID makes the IW available to CLEC who will install their own device at the premises to connect to the end user's IW.

2.1.2. Types of NID Under this Agreement, NEVADA shall offer access to two general types of NIDs:

2.1.2.1. Simple NID, which is a standard network interface (SNI) the use of which permits the end user's customer wiring to be isolated from NEVADA's network.

2.1.2.2. Complex NID, which is a building terminal where end user customer wiring terminates on NEVADA's network.

2.2. Form of Access

2.2.1. Form of Access Applicable to All NIDs In all cases (simple and complex), access to NEVADA's NID will only be available through a separate NID provided by CLEC, and a separate connecting facility running either between the two NIDs, or, where a connector block is available, between CLEC's NID and the connector block where the end user customer's inside wire is attached. Unless otherwise agreed in writing, CLEC shall be responsible for providing its own NID and its own connecting facility. In addition, CLEC shall be responsible for obtaining all approvals necessary to place its NID and the connecting facility on the owner's premise. Nothing in the agreement precludes the end-user customer from re-terminating its inside wire to the CLEC-provided NID thus eliminating the need for NID-to-NID cross-connects. In addition, should CLEC purchase a combination of NEVADA's NID and NEVADA's Links, a separate CLEC NID will not be required.

2.2.2. Ordering CLEC shall order access to NEVADA's unbundled NID by placing an order, requesting access to the unbundled NID with NEVADA's Local Service Center (LSC). NEVADA agrees to install a new NID at CLEC's request.

2.2.3. When orders for simple unbundled NIDs are received by NEVADA, NEVADA shall make available to CLEC information, where available, indicating the type of NID currently employed (e.g., SNI, MPOE with Binding post identification, MPOE with color code identification, or neither). When orders for complex unbundled NIDs are received by NEVADA, NEVADA shall make available to CLEC information indicating the type of NID currently

employed (e.g., SNI, MPOE with Binding post identification, MPOE with color code identification, or neither).

2.3. General Terms and Conditions

- 2.3.1. When CLEC purchases a combination of a NEVADA NID and a NEVADA Link, Section 2.3.2 through 2.3.7, 2.3.10 and 2.4 will not be applied.
- 2.3.2. Dispatch If the Parties agree that dispatch is required (e.g., to clear or make available spare Binding posts in the NEVADA NID or to secure NEVADA's facilities at the premises), then NEVADA will dispatch a service technician to complete all necessary work at the customer's premise to protect NEVADA's facilities. Dispatch charges as set forth in Attachment 8, shall apply with each such order. Rates are based on the work function performed by NEVADA, i.e., Option A - a dispatch including the installation of a new NID, Option B - a dispatch without the installation of a NID, and Option C - no dispatch where NEVADA provides the binding post information to CLEC. There will be no charge for Option C. NEVADA shall in each case mark the terminating facilities. In the case where CLEC is unable to determine the location of the customer's facilities because NEVADA did not mark them, NEVADA will dispatch a service technician to the end user premise for the purpose of identifying the appropriate binding posts and will absorb the cost of the visit.
- 2.3.3. Protection of Facilities: In no case shall either Party connect to the NID or tie down its connecting facility directly over the other Party's facility without prior approval of the other Party and without conditioning having been performed to isolate each Party's network. Furthermore, in no instance shall either Party attach its connecting facility in any manner so as to cause voltage or its own dial tone to occur on the other Party's network. Neither Party shall leave the other Party's cable pair unterminated at the NID.
- 2.3.4. Coordination Unless requested by CLEC, no coordination is provided. If CLEC requests coordination, charges will be applied as specified in Attachment 8. In addition, unless otherwise agreed by CLEC and NEVADA, neither Party shall access the other Party's NID unless the owning Party's service technician is present, or unless the owning Party has already made the necessary modifications to isolate its network.
- 2.3.5. SNI Conversion In all residential or small business locations where a protector is used to connect to the end user customer's

inside wire instead of a SNI, at CLEC's option, either the protector will be replaced and a SNI installed or CLEC will install its own SNI and connect the customer's inside wire to the new SNI. If CLEC requests NEVADA to install a new SNI, NEVADA and CLEC agree that the placement of a SNI will benefit each Party, and therefore the cost of installing the new SNI will be shared equally by NEVADA and CLEC. The charges for new SNI installation are specified in Attachment 8.

- 2.3.6. Connector Blocks When connecting to a connector block, CLEC and NEVADA will ensure that NEVADA's jumpers will be completely disconnected and not left hanging free so as to cause potential interference with other facilities of CLEC, NEVADA, or the end user customer.
- 2.3.7. Drops Either Party shall be permitted to secure its drop facility to its SNI by grounding same in an appropriate manner. Upon disconnection of service to the end user customer, either Party may leave its drop in place until another LEC or CLC needs access to the NID to provide service to the customer.
- 2.3.8. Gaining Access the NID The Parties each acknowledge and agree that a special tool is necessary for access to NEVADA's side of the SNI. Neither Party shall attempt to access any type of NID without the proper tool, and any party accessing the SNI, protector, connector block, or any other form of NID, shall exercise reasonable care and sound technician practices so as to avoid damage to the NID. Nothing in this section shall be construed to allow either Party to connect its loops directly to the other Party's NID.
- 2.3.9. Tagging End User Customer Facilities Upon request, NEVADA will dispatch a technician to tag the end user customer's inside wire facilities on the customer's side of the NID. In such cases, a dispatch charge shall apply, as specified in Attachment 8.
- 2.3.10. Special Construction Charges In the event any Special Construction is required to implement this unbundled element at any given location, Special Construction charges, as defined in Attachment 1 and set forth in Attachment 8 may apply.
- 2.4. Rates CLEC agrees to pay NID rates as specified in Attachment 8.
- 2.5. Implementation Schedule NEVADA shall make unbundled NIDS available no later than thirty (30) days after PACIFIC makes unbundled NIDS available at any location in PACIFIC territory.

3. Distribution Media

3.1 Definition

- 3.1.1 Where technically feasible NEVADA shall provide Distribution Media to CLEC. Technical feasibility will be determined on a case-by-case basis as set forth in Section 1.7 above.
- 3.1.2 Distribution Media provides connectivity between the NID component of Loop Distribution and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). The FDI is a device that terminates the Distribution Media and the Loop Feeder, and cross-connects them in order to provide a continuous transmission path between the NID and a telephone company central office. For loop plant that contains a Loop Concentrator/Multiplexer, the Distribution Media may terminate at the FDI (if one exists), or at a termination and cross-connect field associated with the Loop Concentrator/Multiplexer. This termination and cross-connect field may be in the form of an outside plant distribution closure, remote terminal or fiber node, or an underground vault.
- 3.1.3. The Distribution Media may be copper twisted pair, fiber optic cable or dark fiber. A combination that includes two or more of these media is also possible. In certain cases, CLEC shall require a copper twisted pair Distribution Media even in instances where the Distribution Media for services that NEVADA offers is other than a copper facility.

3.2 Requirements for All Distribution Media

- 3.2.1 Distribution Media shall be capable of transmitting signals for the following services (as needed by CLEC to provide end-to-end service capability to its customer):
- 3.2.1.1 2-Wire or 4-wire Analog Basic This NEVADA unbundled Network Element is Plain Old Telephone (POTS) grade two-wire or 4-wire circuit or equivalent voice frequency channel that supports analog transmission of 300-3000 Hertz (Hz) with loss no greater than 8.0 db measured at 1004 Hz with 900 ohms at the central office POI and 600 ohms at the MPOE. In addition, coin supervision and ground start signaling options are available.
- 3.2.1.2 2-Wire or 4-wire Analog (Assured) The NEVADA unbundled Network Element (2-wire or 4 wire) is a voice frequency channel that supports analog transmission of

300-3000 Hertz ("Hz") with loss no greater than 5.5db measured at 1004 Hz with 900 ohms at the central office FDI and 600 ohms at the MPOE.

3.2.1.3. 2-Wire Digital (ISDN/xDSL Capable) This NEVADA unbundled Network Element (2-wire) is an ISDN capable Distribution Facility, which is an upgrade to the Basic Distribution Facility for the transmission of digital services having no greater loss than 38db end-to-end, measured at 40,000 HZ with 135 ohms at the central office FDI and 135 ohms at the MPOE. This Distribution Facility will not have any load coils or bridge taps within limits defined by the specification applicable to the ISDN/xDSL Distribution Facilities. In addition, the ISDN Capable Distribution Facility, without midspan repeaters, will be used for Distribution Facility requests to support xDSL type transmission rates.

3.2.1.4. 4-Wire Digital (1.544 mbps Capable) This NEVADA unbundled Network Element (4-wire) is a 1.544 mbps capable Distribution Facility which is an upgrade to the Basic Distribution Facility. It will be conditioned with or without digital repeaters.

3.2.1.5. 2 Wire Copper This offering (2 wire continuous copper loop from FDI to MPOE, where facilities are available) is a physical link which can be used to support alarm type Direct Current (DC) service offerings. This Distribution Facility will not have any load coils and bridge taps will be within limits. This 2-wire copper Distribution Facility will work with most DC alarm circuits.

3.2.1.6. 2 Wire Copper Switched Digital This offering (2 wire continuous copper Distribution Facility from FDI to MPOE, where facilities are available) is a physical Distribution Facility which can be used when digital connectivity is required to the customer's premise having no greater loss than 31 db end-to-end, measured at 80,000 HZ with 135 ohms at the FDI and 135 ohms at the MPOE. This Distribution Facility will not have any load coils and bridge taps will be within limits.

3.2.2 NEVADA shall offer Distribution Media together with, and separately from the NID component of Loop Distribution.

3.3 Additional Requirements for Special Copper Distribution Media CLEC may designate Distribution Media to be copper twisted pair which are

unfettered by any intervening equipment (e.g., filters, load coils, range extenders), so that CLEC can use these Distribution Media for a variety of services by attaching appropriate terminal equipment at the ends.

- 3.4 Rates: CLEC agrees to pay the rates for Distribution Media specified in Attachment 8.

4. Loop Concentrator/Multiplexer

4.1 Definition

4.1.1. Where technically feasible NEVADA shall provide Loop Concentrators/Multiplexers to CLEC. Technical feasibility will be determined on a case-by-case basis as set forth in Section 1.7 above.

4.1.2 The Loop Concentrator/Multiplexer is the Network Element that: (1) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (2) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (3) aggregates a specified number of signals or channels to fewer channels (concentrating); (4) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (5) in some instances performs electrical to optical (E/O) conversion.

4.1.3 The Loop Concentrator/Multiplexer function may be provided through a Digital Loop Carrier (DLC) system, channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

- 4.2 Technical Requirements NEVADA shall provide power for the Loop Concentrator/ Multiplexer, through a non-interruptible source if the function is performed in a central office, or from a commercial AC power source with battery backup if the equipment is located outside a central office. Such power shall also adhere to the requirements stated in this Agreement.

- 4.3 Rates: CLEC agrees to pay the rates for the Loop Concentrator/ Mulitplexer specified in Attachment 8.

5. Loop Feeder

5.1 Definition:

5.1.1 Where technically feasible NEVADA shall provide Loop Feeder to CLEC. Technical feasibility will be determined on a case-by-case basis as set forth in Section 1.7 above.

5.1.2 The Loop Feeder is the Network Element that provides connectivity between (1) a FDI associated with Loop Distribution and a termination point appropriate for the media in a central office, or (2) a Loop Concentrator/Multiplexer provided in a remote terminal and a termination point appropriate for the media in a central office. NEVADA shall provide CLEC physical access to the FDI, and the right to connect, the Loop Feeder to the FDI.

5.1.3 The physical medium of the Loop Feeder may be copper twisted pair, or fiber, including dark fiber, as designated by CLEC. In certain cases, CLEC will require a copper twisted pair loop even in instances where the medium of the Loop Feeder for services that NEVADA offers is other than a copper facility.

5.2 Additional Technical Requirements for DS1 Conditioned Loop Feeder In addition to the requirements set forth in Section 4.2 above, CLEC may designate that the Loop Feeder be conditioned to transport a DS1 signal.

5.3 Requirements

5.3.1 The Loop Feeder point of termination (POT) within a LEC central office will be as follows:

5.3.1.1 Copper twisted pairs shall terminate on the MDF;

5.3.1.2 DS1 Loop Feeder shall terminate on a DSX1, DCS1/0 or DCS3/1; and

5.3.1.3 Fiber Optic cable shall terminate on a LGX.

5.3.2 When requested by CLEC, the Loop Feeder shall provide the analog voice frequency copper twisted pair interface for switched or private line services as described below:

5.3.2.1 2-Wire or 4-wire Analog Basic This NEVADA unbundled Network Element is Plain Old Telephone (POTS) grade two-wire or 4-wire circuit or equivalent voice frequency channel that supports analog transmission of 300-3000 Hertz (Hz) with loss no greater than 8.0 db measured at 1004 Hz with 900 ohms at the central office POI and 600

ohms at the FDI. In addition, coin supervision and ground start signaling options are available.

- 5.3.2.2 2-Wire or 4-wire Analog (Assured) The NEVADA unbundled Network Element (2-wire or 4 wire) is a voice frequency channel that supports analog transmission of 300-3000 Hertz ("Hz") with loss no greater than 5.5db measured at 1004 Hz with 900 ohms at the central office POI and 600 ohms at the FDI.
- 5.3.2.3 2-Wire Digital (ISDN/xDSL Capable) This NEVADA unbundled Network Element (2-wire) is an ISDN capable Feeder, which is an upgrade to the Basic Feeder for the transmission of digital services having no greater loss than 38db end-to-end, measured at 40,000 HZ with 135 ohms at the central office POI and 135 ohms at the FDI; without loop repeaters, midspan repeaters may be required. This Feeder will not have any load coils or bridge taps within limits defined by the specification applicable to the ISDN/xDSL Feeders. In addition, the ISDN Capable Feeder, without midspan repeaters, will be used for Feeder requests to support xDSL type transmission rates.
- 5.3.2.4 4-Wire Digital (1.544 mbps Capable) This NEVADA unbundled Network Element (4-wire) is a 1.544 mbps capable Feeder which is an upgrade to the Basic Feeder. It will be conditioned with or without digital repeaters.
- 5.3.2.5 2 Wire Copper This offering (2 wire continuous copper Feeder from DF to FDI, where facilities are available) is a physical link which can be used to support alarm type Direct Current (DC) service offerings. This Feeder will not have any load coils and bridge taps will be within limits. This 2-wire copper Feeder will work with most DC alarm circuits.
- 5.3.2.6 2 Wire Copper Switched Digital This offering (2 wire continuous copper Feeder from DF to FDI, where facilities are available) is a physical link which can be used when digital connectivity is required to the customer's premise having no greater loss than 31 db end-to-end, measured at 80,000 HZ with 135 ohms at the central office POI and 135 ohms at the FDI. This Feeder will not have any load coils and bridge taps will be within limits.

- 5.4 Rates: CLEC agrees to pay the rates for the Loop Feeder element specified in Attachment 8.

6. Loops

6.1. General Terms and Conditions

- 6.1.1. The terms Loops and Links are synonymous.
- 6.1.2. Use and Suitability of Loop Service Unbundled loops may not be used to provide any service that would degrade or otherwise adversely affect NEVADA's network services, e.g., introduce harmful voltages or electrical currents in excess of standards used in common industry practice. NEVADA will provide CLEC each Link type according to the technical parameters specified for each Link in Section 6.2 below. NEVADA will determine the medium the Link is provisioned over to meet the appropriate technical parameters, except that, if CLEC requires a specific type of loop to meet the technical requirements of a proposed service, NEVADA will provide such a loop where available.
- 6.1.3. Assigned Telephone Number CLEC, when not using NEVADA's switching capabilities, is responsible for assigning any telephone numbers necessary to provide its end users with Exchange Service.
- 6.1.4. Loops are comprised of three network elements: distribution, concentration and feeder plant. Services that this combination may support are described below. NEVADA will make available plant capable of interfacing on copper, coaxial cable, and optical fiber facilities, including dark fiber.

6.2. Types of Loops/Links

- 6.2.1. Loops/Links, a NEVADA service, are derived by bundling the distribution and feeder elements, and may, as an option, include the concentrator element. Services that these bundled elements may support are described below. NEVADA loop mediums include copper and optical fiber facilities, including dark fiber.
- 6.2.2. 2-Wire or 4-wire Analog Basic Link This NEVADA unbundled Network Element is Plain Old Telephone (POTS) grade two-wire or 4-wire circuit or equivalent voice frequency channel that supports analog transmission of 300-3000 Hertz (Hz) with loss no greater than 8.0 db measured at 1004 Hz with 900 ohms at the central office POI and 600 ohms at the MPOE. In addition, coin

supervision and ground start signaling capable links will be provided where CLEC provides its own switching function or when CLEC orders a combination of an unbundled coin or PBX switch port with a Basic Link.

- 6.2.3 2-Wire or 4-wire Analog (Assured) Link The NEVADA unbundled Network Element (2-wire or 4 wire) is a voice frequency channel that supports analog transmission of 300-3000 Hertz ("Hz") with loss no greater than 5.5db measured at 1004 Hz with 900 ohms at the central office POI and 600 ohms at the MPOE.
- 6.2.4. 2-Wire Digital (ISDN/xDSL Capable) Link This NEVADA unbundled Network Element (2-wire) is an ISDN capable Link, which is an upgrade to the Basic Link for the transmission of digital services having no greater loss than 38db end-to-end, measured at 40,000 Hz with 135 ohms at the central office POI and 135 ohms at the MPOE; without loop repeaters, midspan repeaters may be required. This Link will not have any load coils or bridge taps within limits defined by the specifications applicable to the ISDN/xDSL Links. In addition, the ISDN Capable Link, without midspan repeaters, will be used for Link requests to support xDSL type transmission rates. The Parties will work cooperatively to meet transmission and interference standards and assure that other services are not adversely affected.
- 6.2.5. 4-Wire Digital (1.544 mbps Capable) Link This NEVADA unbundled Network Element (4-wire) is a 1.544 mbps capable Link which is an upgrade to the Basic Link. It will be conditioned with or without digital repeaters.
- 6.2.6 2 Wire Copper Link This offering (2-wire continuous copper loop from DF to MPOE, where facilities are available) is a physical link which can be used to support alarm-type Direct Current (DC) service offerings having no greater loss than 7.0 db measured at 1004 Hz with 600 ohms at the central office POI and 600 ohms at the MPOE, allowing for an additional 1.0 db loss for any equipment placed by CLEC at the MPOE. This Link may have load coils, and bridge taps will be within limits. This 2-wire copper Link will work with most DC alarm circuits.
- 6.2.7 2 Wire Copper Switched Digital Link This offering (2 wire continuous copper loop from DF to MPOE, where facilities are available) is a physical link which can be used when digital connectivity is required to the customer's premise having no greater loss than 31 db end-to-end, measured at 80,000 HZ with 135 ohms at the central office POI and 135 ohms at the MPOE.

This link will not have any load coils and bridge taps will be within limits.

6.3. Form of Access Interconnection to loops will be at the central office POI. Access to unbundled loops may occur in the following manner:

6.3.1 By purchasing an EISCC to CLEC's collocated equipment in the same NEVADA Central Office, or

6.3.2. By purchasing NEVADA's unbundled transport service at rates as specified in Attachment 8.

6.3.3 Combining Links and NEVADA's LSNE In addition to the connections described above, CLEC may combine NEVADA's Links with NEVADA's LSNE.

6.3.4 Combining NID, Links and NEVADA's LSNE In addition to the connections described above, CLEC may combine NEVADA's NID, Links and LSNE

6.4. Responsibilities of the Parties

6.4.1. CLEC shall provide to NEVADA forecasts of the number of Links at a LATA level on a semi-annual basis. CLEC will provide the first such forecast prior to submitting the first Link order. Where and when CLEC has forecasts for Links at a more discrete level, CLEC will provide such forecasts to NEVADA.

6.4.2. CLEC will provide end-user customer listing information for the purpose of providing E911 Service.

6.5. Implementation Schedule

6.5.1 2-Wire Basic and 2-Wire Assured Link Service will be available on an unbundled basis on the Effective Date of this Agreement from all NEVADA Wire Centers on a first-come, first-served basis, applicable to all CLCs, including NEVADA, and subject to the availability of NEVADA's facilities and facilities at the MPOE at the premises of the CLEC end user customer. However, certain of NEVADA's geographical areas are currently served solely via Integrated Digital Loop Carrier (IDLC). In such areas NEVADA will make alternate arrangements equal in quality to those used by NEVADA, to permit CLEC to order a contiguous unbundled loop at no additional cost to CLEC. As mutually agreed, these arrangements may include, but are not limited to, the following: (i) provide CLEC with copper facilities, or (ii) universal digital loop

carrier facilities that are acceptable to CLEC, or (iii) convert IDLCs to non-integrated systems. If CLEC requests copper only facilities, additional special construction charges may apply.

6.5.2 Combination of NEVADA's NID and its 2-Wire Basic/2-Wire Assured Link Service will be available on the Effective Date.

6.5.3 Implementation of other Link products NEVADA shall make available 2-Wire Digital (ISDN/xDSL Capable) Links, 4-Wire Digital (1.544 mbps Capable) Links, 4-Wire Analog Basic Links, 4-Wire Analog Assured Links and 2-Wire Copper Links at CLEC's request, but no later than thirty (30) days after Pacific Bell makes the requested type of Link available at any location in Pacific Bell territory.

6.5.4 Implementation of Links combined with LSNE (Options A, B and C) Links may be combined with LSNE simultaneously with the availability of the particular LSNE Option pursuant to the LSNE implementation schedule specified in this Attachment.

6.6 Rates for Loops are specified in Attachment 8. There will be no separate charge for NID when CLEC purchases an unbundled loop, as a NID is included with each unbundled loop.

7. Unbundled Switching

7.1. Unbundled Local Switching Network Element (LSNE) NEVADA shall make available unbundled switching capacity, including dial tone, digit reception, access to signaling, deployed AIN supporting capabilities and vertical features, with routing to interoffice trunks and interoffice transport provided by NEVADA or to designated trunk groups specified and purchased by CLEC. NEVADA designates this service "Local Switching Network Element" (LSNE). In purchasing LSNE, CLEC must obtain a line side port (including a telephone number and, at CLEC's option, a directory listing) for access to the switching functions and vertical features provided by the switch, and some designation of trunking for completion of calls, with the exception of intra-switch calls. All intra-switch calls are completed using NEVADA's switch and no trunk designation is made for completion of such calls.

7.1.1. Types of charges

7.1.1.1. Line Port charges as set forth in Attachment 8.

7.1.1.2. Nothing in this Section 7 means that the vertical features are included or excluded from the prices for switching. The issue of the appropriate charges for vertical features, if any, shall be as specified in Attachment 8.

- 7.1.1.3. Any applicable directory assistance or operator assistance charges as set forth in Attachment 8.
 - 7.1.1.4. Usage sensitive (per minute of use) local switching charges, as set forth in Attachment 8 and Attachment 18. Usage will be recorded in one second increments. Usage seconds will be totaled for the entire monthly bill and then rounded to the next whole minute. Usage sensitive local switching charges will be on a per minute of use basis and applied to all originating and terminating traffic, including, but not limited to local, toll, E 911 calls, calls to time and weather announcements, etc. NEVADA will (where feasible) measure and charge for all non-conversation time (e.g., ringing, calls to busy lines, intercept). Where non-conversation time cannot be measured the Parties will mutually agree on the appropriate measure and charge.
 - 7.1.1.5. Charges for completion of interconnection traffic (local and toll) shall be determined pursuant to Attachment 18.
- 7.1.2. Form of Line Port Access Access to LSNE, as specified in Section 7.1.3., may occur in the following manner:
- 7.1.2.1. LSNE Access, Cross-Connection Through Collocation: From CLEC's collocation space, CLEC may purchase an EISCC cross-connection to NEVADA's Line Side Port to obtain access to LSNE.
 - 7.1.2.2. Combining Links and LSNE: CLEC may combine Links and NEVADA's LSNE. Under this scenario, CLEC shall not be required to purchase a cross connection facility from NEVADA's central office distribution frame to the Line Side Port of the switch.
 - 7.1.2.3. Combining Links, LSNE and Transport: CLEC may combine Links, the LSNE, and transport facilities, which can be dedicated, shared or common transport from NEVADA. Under this scenario, CLEC shall not be required to purchase any cross-connection facility from NEVADA.
- 7.1.3. Types of LSNE NEVADA will provide LSNE to CLEC using routing options A, B, and C, as described below in sections 7.1.3.1. through 7.1.3.3. LSNEs will be provided with any available end user-level routing functions in a particular switch. In addition, NEVADA will provide the switch-level routing options described

below. Any limitations on LSNE design in Pacific Bell territory will apply in NEVADA territory.

7.1.3.1 Option A: NEVADA-Provided Interoffice Transport and NEVADA-Provided Operator and Directory Assistance Services In this configuration, CLEC purchases a Line Port and receives a telephone number and directory listing, switching capacity, switch features including deployed AIN capabilities and completion to NEVADA's interoffice trunks for all multiple-switch local calls, calls to operator and directory assistance services, E-911, intraLATA toll calls and switched access calls. In this configuration, intra-switch calls are also provided through NEVADA's switch. NEVADA will be solely responsible for design and engineering of the trunks under this option. In addition, NEVADA will provide all O-, operator and directory assistance services under this option. NEVADA's switching capacity will be programmed to allow routing to and from CLEC's line ports, including operator and directory assistance calls, to NEVADA's network.

7.1.3.1.1 Rates The charges set forth in Section 7.1.1 shall apply.

7.1.3.2. Option B: NEVADA-Provided Interoffice Transport with Customized Routing-Simple and with Operator and/or Directory Assistance (DA) Services Unbundled from NEVADA's Line Port Switching Capacity In this configuration, CLEC purchases a Line Port and receives a telephone number and a directory listing, Switching Capacity, switch features (including deployed AIN supporting capabilities) and completion to NEVADA's interoffice trunks for all multiple-switch local calls, E-911 calls, intraLATA toll and Switched Access calls. In this configuration, intra-switch calls are also provided through NEVADA's switch. With the exception of trunks for operator and/or directory assistance services, or both, NEVADA will be solely responsible for design and engineering of its interoffice trunks. CLEC will be required to order separate trunks for operator services provided by itself or a third party identified by CLEC to provide such services. Transport facilities may be purchased from NEVADA, or connected to CLEC's facilities through a collocation cage by obtaining a cross connection from NEVADA. CLEC will be responsible for design and engineering of the operator and/or directory

assistance trunks under this option, and shall also be responsible for designating the transport facilities it desires, if any, from NEVADA and the points where these facilities shall terminate. In addition, CLEC shall be responsible for providing all operator and/or directory assistance services. NEVADA's switching capacity will be programmed for CLEC to allow routing of calls to NEVADA's shared network, except operator and/or directory assistance calls will be routed to the trunks designated by CLEC. In this configuration, the following charges specified in Attachment 8 will apply:

7.1.3.2.1 The charges set forth in Section 7.1.1 above.

7.1.3.2.2. Non recurring switch programming charges as specified in Attachment 8.

7.1.3.2.3 Trunk Port Cross Connect Charge (EISCC).

(a) If CLEC provides its own dedicated transport to CLEC designated DA and/or operator platform, a cross-connection charge from the unbundled switch element to CLEC's designated collocation cage located in the same office shall apply at the rates set forth in Attachment 8.

(b) There will be no cross-connect charge if CLEC selects dedicated transport from NEVADA's intrastate Special access tariffs or NEVADA's unbundled dedicated transport for connection to CLEC's designated POI.

7.1.3.3. Option C: Customized Routing - Complex for CLEC Traffic Using Routes Designated by CLEC This option is customized routing for CLEC traffic in the manner designated by CLEC, and it requires that special customized routing programming be provided by NEVADA pursuant to CLEC's instructions. This option will include all of the features listed in Options A and B. However, with this Option, CLEC may direct all LSNE-originated traffic on a dialed NPA-NXX basis to a trunk port other than the standard used for NEVADA's routing. In this configuration, CLEC obtains one or more line ports and receives a telephone number and directory listing, switching capacity, switch features, including

deployed AIN supporting capabilities, and transport, that will permit the completion of multiple-switch Local Calls, calls to either operator or directory assistance services, or both, E911 calls, intraLATA toll calls, and Switched Access calls. In this configuration, intra-switch calls will be provided through NEVADA's switch. Inter-switch calls will be provided from either shared or designated common or dedicated transport facilities. CLEC will be solely responsible for design and engineering of any dedicated transport under this option. NEVADA will be solely responsible for design and engineering of any NEVADA-provided shared or common transport used under this option. Dedicated transport may be purchased from NEVADA or CLEC may provide its own. In this configuration, the following charges will apply:

7.1.3.3.1. Rates The charges set forth in Section 7.1.3.2 shall apply.

7.1.4. Implementation Schedule

7.1.4.1. CLEC may place an order for Option A, Option B or Option C from NEVADA at any time after PACIFIC deploys the requested Option with similar routing logic at any location in PACIFIC territory. NEVADA will deploy Option A within forty-five (45) days after CLEC's order for a particular switch, provided that CLEC places orders for no more than five (5) switches for Option A in any thirty day period. NEVADA will deploy Options B and C within ninety (90) days after CLEC's order for a particular switch.

7.1.4.2 CLEC may place an order for direct routing of operator and directory assistance as specified in Section 4.2 of Attachment 5 at any time after PACIFIC deploys such direct routing at any location in PACIFIC's territory. NEVADA will deploy such direct routing within ninety (90) days after CLEC's order.

7.1.5 Forecasts. CLEC shall provide to NEVADA forecasts of the number of LSNE ports at a LATA level on a semi-annual basis. CLEC will provide the first such forecast prior to submitting the first LSNE port order. Where and when CLEC has forecasts for LSNE ports at a more discrete level, CLEC will provide such forecasts to NEVADA.

7.2. Tandem Switching

7.2.1. General Description and Specifications of the Unbundled Element
NEVADA will provide, subject to the terms and conditions specified herein, the following unbundled Tandem Switching:

7.2.1.1. Standard Tandem Switching Tandem Switching allows use of the Tandem Switch itself for the transmission of calls between two switches connected to that tandem, without any customized routing. NEVADA's unbundled Tandem Switching will allow CLEC to originate a call to, or terminate a call from, a CLC, another LEC, Wireless Service Provider, or another switch, using the normal routing established in NEVADA's tandem.

7.2.1.2. Custom Tandem Switching In addition to the standard Tandem Switching capabilities, custom Tandem Switching will allow CLEC to originate a call to or terminate a call from a CLC, another LEC, Wireless Service Provider, or another switch using CLEC's own interoffice facilities. Custom Tandem Switching consists of three options:

7.2.1.2.1 Option 1: Custom Basic--Use of NEVADA's Shared Transport This option uses screening that treats CLEC as a homing End Office. The Custom Basic unbundled Tandem Switching may use dedicated tandem trunk groups that allow full LATA-wide completion over NEVADA's shared transport. EMR records will need to be exchanged with ILECs who receive calls initiated from CLEC completing over NEVADA's network. Calls routed to CLEC will use normal LERG routing.

7.2.1.2.2 Option 2: Custom Simple--Use of NEVADA's Common Transport This option uses screening that treats CLEC as an IEC. The Custom Simple unbundled Tandem Switching will use dedicated trunk groups towards NEVADA's common transport that will limit calls to the single tandem serving area. This option is only able to use common transport in the terminating direction. Originating calls from NEVADA's End Offices must use shared transport to the tandem. Custom Simple uses a Type 2A trunk port with unique screening

capabilities to route traffic to common transport trunk groups.

7.2.1.2.3 Option 3: Custom Complex--Routing Designed to CLEC's Specifications The Custom Complex tandem unbundled switching will use customized routing for calls sent from CLEC to NEVADA's tandem that will be designed to CLEC's specifications, where technically feasible. The use of route advance or overflows with this option will not advance to or from dedicated trunk ports to NEVADA common or shared transport. NEVADA cannot bill the overflow. Notwithstanding the foregoing, the Parties will meet and confer immediately after the Effective Date of this Agreement in an effort to find a solution which can be implemented to enable NEVADA to bill the overflow. This Option will be available where routing has been deployed and is similar to an arrangement deployed in PACIFIC's territory. If the option is not similar, the date when CLEC can place such an order will be as mutually agreed by the Parties. In the event the Parties are unable to agree on a solution for Option C, the Parties shall submit any dispute to Alternative Dispute Resolution as set forth in Attachment 3.

7.2.1.3 When CLEC uses NEVADA's LSNE (except where CLEC requests Dedicated Transport using Options B or C), use of the tandem is included in the common transport charges set forth in Attachment 8.

7.2.2 Implementation Schedule

7.2.2.1. Standard Tandem Switching as described herein will be available as of the Effective Date of this Agreement.

7.2.2.2 Customized Tandem Switching as described in Options 1 and 2 will be available for order when routing has been deployed and is similar to an arrangement deployed in PACIFIC's territory. In such situations NEVADA will deploy Customized Tandem Switching within ninety (90) days after CLEC places an order. If the option is not similar, the date when CLEC can place such an order will be mutually agreed to by the parties. CLEC may place

an order for Customized Tandem Switching as described in Option 3 as specified in Section 7.2.1.2.3 above.

- 7.2.3 Tandem Switching Rate CLEC agrees to pay the Tandem Switching rate listed in Attachment 8.

8. Unbundled Interoffice Transmission Facilities (Transport)

- 8.1 General Description and Specifications of the Network Element NEVADA will make available, subject to the terms and conditions specified herein, the following unbundled transport facilities:

- 8.1.1. Entrance Facilities in Connection with Dedicated Transport NEVADA will make available the following entrance facilities, pursuant to the charges set forth in Attachment 8, upon request of CLEC:

8.1.1.1. Connections between the NEVADA's Wire Center that serves an CLEC switch and the CLEC switch.

8.1.1.2. Connections between NEVADA's serving Wire Center and the Point of Presence of CLEC's IXC's switch.

- 8.1.2 Dedicated Transport Is an interoffice transmission path between NEVADA's Wire Centers. Digital Cross-Connect System (DCS) functionality is available as an option which can be used in connection with Dedicated Transport. NEVADA will make available the following dedicated connections, upon request of CLEC:

8.1.2.1. Connections between NEVADA End Offices or between NEVADA End Offices and NEVADA serving Wire Centers;

8.1.2.2. Connections between a NEVADA End Office and a NEVADA EISCC to an CLEC collocation space located in a distant NEVADA End Office.

- 8.1.3. Common Transport Common transport will be available between NEVADA End Offices and NEVADA's Tandem Switch.

- 8.1.4. Shared Interoffice Transport Shared transport will only be available where CLEC purchases LSNE. Shared transport provides call completion from a NEVADA End Offices where LSNE is purchased and the terminating NEVADA End Office or POI where the call leaves NEVADA's network.

- 8.1.4.1. Use of the tandem is included in the Shared Interoffice Transport charges set forth in Attachment 8.

8.2 Form of Access

- 8.2.1. Dedicated Transport CLEC may order dedicated transport to connect to the EISCC, USCC, unbundled Switch Trunk Ports, or Entrance Facilities.
- 8.2.2. Common Transport Access to common transport will be available through interconnection at the access tandem.
- 8.2.3. Shared Interoffice Transport Access to shared transport will only be available where CLEC purchases LSNE. The Parties acknowledge that there is no physical shared transport to unbundle between NEVADA's End Office switches and NEVADA's End Offices and Tandem Switches, and CLEC's interest is in the shared use of transport between NEVADA's switches and the associated underlying performance characteristics. NEVADA will make available to CLEC shared transport as currently implemented within NEVADA's interoffice network. NEVADA will engineer, provision and maintain such shared interoffice transport facilities and equipment under existing methods and procedures.
- 8.2.4. Use of DCS NEVADA shall make DCS equipment available to CLEC as a separate unbundled Network Element. NEVADA shall make available unbundled DCS no later than thirty (30) days after PACIFIC makes DCS available at any location in PACIFIC territory.
- 8.2.5. CLEC may connect Links at NEVADA's DF to unbundled transport through multiplexing, e.g., D4 channel bank, DCS or Unbundled Services Cross Connect (USCC).
- 8.2.6. Entrance Facilities: CLEC may order Entrance Facilities to connect to the EISCC, USCC, unbundled Switch Trunk Ports, or Dedicated Transport.

8.3. General Terms and Conditions

- 8.3.1. For dedicated transport, NEVADA will provide transport unbundled from switching and other services. Such transport services will allow CLEC to send individual or multiplexed switched and dedicated services between NEVADA's Wire Centers.

- 8.3.2. Dedicated transport will be available with the following functionality or optional services:
 - 8.3.2.1. Protection and restoration of equipment and interfaces at parity with levels NEVADA maintains for its own transport facilities;
 - 8.3.2.2. Compliance with Bellcore and industry standards to the extent implemented in NEVADA's transport network;
 - 8.3.2.3. Redundant power supply or battery back-up to the extent implemented in NEVADA's transport network;
 - 8.3.2.4. Provisioning and maintenance performed to the same extent such provisioning and maintenance is performed on NEVADA's own transport network.
- 8.3.3. NEVADA will make available interoffice transport services capable of interfacing on facilities currently deployed in NEVADA's network, or on facilities deployed in NEVADA's network in the future. NEVADA will offer the interoffice transport services capable of handling all transmission rates deployed in NEVADA's network.
- 8.3.4. Transmission Levels Where deployed, NEVADA will make dedicated transport available at the following speeds: DS0, DS1, DS3, and commercially available Optical Carrier levels (e.g., OC-3/12/48).
- 8.3.5. Upon request, and subject to the conditions and requirements for using dark fiber as a medium for Network Elements, NEVADA shall provide transport using dark fiber as the medium. In that event, in each tandem or end office that serves as the point of termination, NEVADA shall provide CLEC an appropriate termination point on a distribution frame or its equivalent. In addition, NEVADA shall provide connectivity to its dark fiber in any facility where it has an existing termination point or patch panel.
- 8.4. Implementation Schedule Unbundled transport will be available as of the Effective Date of this Agreement, except that unbundled transport combined with LSNE will be available simultaneously with the availability of the particular LSNE Option pursuant to the LSNE implementation schedule specified in this Attachment.
- 8.5. Rates CLEC agrees to pay the transport rates specified in Attachment 8.

- 8.6. Forecasts. CLEC shall provide to NEVADA forecasts of the number of Unbundled Transport facilities at a LATA level on a semi-annual basis. CLEC will provide the first such forecast prior to submitting the first Unbundled Transport order. Where and when CLEC has forecasts for Unbundled Transport facilities at a more discrete level, CLEC will provide such forecasts to NEVADA.

9. Signaling And Databases

9.1. Signaling Networks

- 9.1.1. General Description and Specifications of the Unbundled Element
As described in this section, NEVADA will make available interconnection to its SS7 signaling network to enable signaling necessary for call routing and completion. NEVADA will also make available unbundled nondiscriminatory access to SS7 signaling links and NEVADA's Signaling Transfer Points (STPs).

9.2. Form of Access and General Terms and Conditions

- 9.2.1. The Parties will interconnect their networks using SS7 signaling protocol as defined in PUB L-780023-PB/NB, Issue 3 or later for trunk signaling.
- 9.2.2. CLEC may establish CCS interconnections with NEVADA either directly or through a third party. CCS interconnection, whether direct or by third party, shall be pursuant to the Pacific Bell/Nevada Bell CCS network interface specification document PUB L-780023-PB/NB, which will be updated to include interconnection interface specifications for unbundled signaling links and access to NEVADA's STPs. The Parties will cooperate in the exchange of ISUP and Transaction Capabilities Application Part (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.
- 9.2.3. NEVADA's current CCS/SS7 interconnect questionnaire will be revised to facilitate the exchange of routing and network architecture information between the Parties to provision unbundled signaling links and STP access. Both Parties will provide all SS7 signaling parameters, including Calling Party Number (CPN), and procedures that are implemented within both Parties' SS7 networks and communicate relevant signaling information via the CCS/SS7 Interconnect questionnaire provided by NEVADA's CLEC account team. All privacy indicators of the Parties will be honored. Also, CLEC will provide their SS7

network node, address information and identify the SS7 services they request using the SS7 questionnaire.

- 9.2.4. NEVADA will make available to CLEC NEVADA's signaling links and access to NEVADA's STPs or access to NEVADA's STPs with CLEC-provided signaling links to provide capability to support call set-up and to support CCS-based features being provided on the effective date of this Agreement. Signaling links will be provisioned at 56 Kbps, or at 1.5 Mbps if available.
- 9.2.5. NEVADA will provide CLEC with access through NEVADA's STPs to the following elements connected to NEVADA's SS7 network: (1) NEVADA's SS7-capable End Offices and Access Tandem Switches; (2) third-party CLC switches; (3) third-party CLC STPs, if the third-party CLC and NEVADA have STP-to-STP interconnection ; and (4) NEVADA will provide CLC signaling links and/or access to NEVADA's STPs for signaling between CLC's switches or between CLEC and third-party switches (including unbundled switching elements) when CLEC's and/or third-party's switches are interconnected to NEVADA's SS7 signaling network.
- 9.2.6. At CLEC's option, CLEC may connect its switches to NEVADA's STPs by means of "A" link access and may connect CLEC STPs to NEVADA's STPs by means of "D" link access. NEVADA will designate the STP pair for interconnection, and CLEC will then designate the Signaling Point of Interconnection ("SPOI") within the STP pair.
- 9.2.7. All "A" links provided by NEVADA or CLEC will consist of two link sets, and "D" links will consist of four link sets.
- 9.2.8. CLEC's SS7 links will be interconnected to NEVADA's STPs in the manner specified within PUB L-780023-PB/NB, Issue 3 or later. When CLEC connects its links to NEVADA's STP, a port charge will apply as specified in Attachment 8; provided, when CLEC provides its own links it must access NEVADA's STP port through a collocation cage.
- 9.2.9. NEVADA will provide to CLEC all the signaling link functions, and all the Signaling Connection Control Point ("SCCP") functions that are deployed in NEVADA's SS7 network
- 9.2.10. Nevada will provide CLEC with ordering and provisioning procedures for obtaining unbundled signaling links and/or STP access

9.3. Implementation Schedule and Rates SS7 STP interconnection is available in NEVADA access tariffs today.

9.3.1. Implementation will include testing consistent with industry standards. Testing of SS7 interconnection shall include completion of all tests described in NEVADA's/Pacific Bell's CCS Network Interconnection Testing documents and defined by the Internetwork Interoperability Test Plan (IITP). These tests shall serve as the minimum amount of testing required to ensure successful signaling network interworking.

9.3.2. Rates CLEC agrees to pay the signaling link charge and/or signaling port charge listed in Attachment 8.

9.4. Call-Related Databases

9.4.1. Toll Free Service Database (800/888)

9.4.2. General Description and Specifications of the Unbundled Element NEVADA will provide access to its 800/888 database if CLEC requests such access from NEVADA as described below.

9.4.3. Form of Access

9.4.3.1. CLEC's query access to NEVADA's toll free service database (800/888) will be via interconnection at PACIFIC's Regional or NEVADA's Local STPs consistent with existing network interface specifications. Specific terms for routing Toll Free Services are addressed in Attachment 18.

9.4.3.2. NEVADA will provide CLEC with ordering and provisioning procedures for obtaining access to NEVADA's 800/888 database.

9.4.4. Implementation Schedule Query access to 800/888 is available today in NEVADA's access tariffs.

9.4.5. Rates CLEC agrees to pay the toll free service (800/888) database query rate(s) as specified in Attachment 8. They will be applied when CLEC is the intraLATA service provider for the toll free service customer.

9.5. Line Information Databases ("LIDB")

NEVADA acknowledges that it is required to provide unbundled access to LIDB under the Act and that it currently does not have its own LIDB. Therefore NEVADA agrees that it will cause PACIFIC to enter into an

agreement with CLEC whereby PACIFIC will give CLEC the same LIDB arrangements, including SMS access, that NEVADA has with PACIFIC. If at any time NEVADA develops its own LIDB, NEVADA will provide CLEC with unbundled access to its LIDB.

9.6. Advanced Intelligent Network Databases ("AIN")

General Description and Specifications of the Unbundled Element: Currently NEVADA does not have an AIN platform in place. At such time as NEVADA deploys an AIN platform, NEVADA will provide the following:

9.6.1. NEVADA will provide CLEC access to NEVADA's End-Office triggers when CLEC purchases NEVADA's LSNE to access NEVADA's AIN databases. Upon deployment of additional AIN elements within Nevada, CLEC may purchase the entire set of Advanced Intelligent Network ("AIN") features or functions, or any one or any combination of such features or functions, on a customer-specific basis. NEVADA will also provide CLEC with query access to its AIN databases, when deployed, to support AIN services.

9.6.2. NEVADA will provide CLEC access to NEVADA's End-Office triggers when CLEC purchases NEVADA's resold basic exchange lines to access CLEC services created via access to NEVADA's Service Creation Environment and residing in NEVADA's Service Control Point.

9.6.3. When NEVADA deploys SCPs, AIN messages sent from CLEC to NEVADA's SCP will be via interconnection at NEVADA's Regional or Local STPs consistent with existing network interface specifications and using messages conforming with Bellcore's Technical Reference TR-NWT-001285.

CLEC may access NEVADA's AIN databases and services or CLEC services created via access to NEVADA's Service Creation Environment.

The requirements for these messages may be modified by AIN access mediation (specifications not yet available).

9.6.4. Subject to a determination of technical feasibility as set forth in Section 1.8 above, NEVADA shall provide CLEC access to NEVADA's End-Office AIN triggers for interconnection with CLEC's AIN service platform. NEVADA will make available such unbundled query access to AIN End Office Triggers as set forth in Section 1.8 above.

9.6.5. Nevada will provide CLEC with ordering and provisioning procedures for obtaining access to NEVADA's AIN databases when those features are deployed in Nevada.

9.6.6. Rates CLEC agrees to pay the applicable AIN rates as specified in Attachment 8.

10. Service Management System ("SMS")

10.1. SMS For AIN

10.1.1 General Description and Specifications of the Unbundled Element

Following deployment within NEVADA, SMS will allow CLEC to update AIN service data residing in NEVADA's AIN network for use on CLEC lines.

10.1.2. Form of Access

10.1.2.1 Access to AIN Service Management will be provided via electronic file transfer of CLEC data to NEVADA for entry by NEVADA at one of NEVADA's AIN administrative terminals. Electronic access to an AIN SMS system will be provided when that system is deployed according to the implementation schedule listed below.

10.1.3. Rates SMS rates are specified in Attachment 8.

10.1.4. Implementation NEVADA will make access to the AIN Service Management System available to CLEC upon deployment within Nevada.

10.2 Access to the Service Creation Environment ("SCE") of the AIN Database

10.2.1. General Description and Specifications of the Unbundled Element

Upon deployment within Nevada, NEVADA Bell will provide CLEC with access to NEVADA's AIN Service Creation Environment ("SCE") for the creation and modification of AIN services upon deployment within NEVADA. All AIN services may require AIN laboratory testing prior to deployment into the network. Testing will evaluate compatibility with NEVADA's network nodes, interaction with other AIN, 800/888, Operator Services, and other switch-based features, and appropriate use of network resources.

10.2.2. Form of Access CLEC may choose among the following forms of access:

10.2.2.1. Under Option 1, CLEC provides NEVADA with documentation and logic design for the desired service. NEVADA Bell personnel will operate the AIN SCE terminal to create the service as described by CLEC.

10.2.2.2. Under Option 2, CLEC personnel will operate NEVADA's SCE terminals themselves.

10.2.2.3. Under Option 3, CLEC will develop service logic using CLEC's Bellcore SPACE platform and will transfer the file to NEVADA for testing and deployment.

10.2.3. General Terms and Conditions

In all options described above, newly created or modified services will be transferred to the AIN laboratory for testing prior to deployment into the network using the same tests performed on NEVADA's AIN services.

10.2.4. Implementation Schedule for SCE

10.2.4.1. Upon request by CLEC, NEVADA will make Option 1 available no later than thirty (30) days following SCE deployment within NEVADA's network.

10.2.4.2. NEVADA will make Option 2 available to CLEC when partitioning of NEVADA's SCE is available.

10.2.4.3. Upon request by CLEC, NEVADA will make Option 3 available no later than thirty (30) days following SCE deployment within NEVADA's network.

10.2.5. Rates Rates for all Options shall be as specified in Attachment 8.

11. Operator Services

11.1.1. Unbundled Operator Services allows CLEC to offer intraLATA operator assistance services to its end user customers, using NEVADA's Operators on an unbundled basis.

11.1.2. NEVADA Operator Services provides the calling party with general assistance, assistance in completing intraLATA calls, and a means to alternately bill calls by dialing 0- or 0+, as follows:

- 11.1.2.1. IntraLATA call completion services include Station-to-Station, Person-to-Person, connection to DA, dialing assistance for trouble conditions, and transfers to repair services;
 - 11.1.2.2. Alternate billing services include Station Collect, Station Billed to Third Number, Station Calling Card, Person Collect, Person Billed to Third Number, and Person Calling Card.
 - 11.1.2.3. General assistance calls include general assistance (e.g., time and area code requests), dialing instructions, Busy Line Verification, Busy Line Interrupt, credit requests (wrong number, etc.), emergency assistance, disabled customer assistance, IXC requests (customer will be referred to "00"), and language assistance in Spanish. Where a customer asks for information about CLEC rates, NEVADA will transfer the caller to an CLEC operator at no charge.
- 11.1.3. Branding Whenever NEVADA provides Operator Services on behalf of CLEC, calls will be unbranded.

11.2. Form of Access

- 11.2.1. Trunking If CLEC purchases the Operator Services unbundled element, CLEC may either provision its own trunk group or order unbundled dedicated Operator Services trunks from NEVADA to connect from an End Office(s) to NEVADA's DMS 200 TOPS switch. These dedicated one-way trunk groups will conform to Modified Operator Services Signaling ("MOSS") or Exchange Access Operator Services Signaling ("EAOSS").
 - 11.2.1.1. "0" and "0+" Access If CLEC purchases the Operator Services unbundled element, NEVADA will permit CLEC's local exchange customers to connect to NEVADA's Operator Services by dialing "0," or "0" plus the desired intraLATA telephone number.
- 11.2.2. On CLEC to TOPS trunk group, NEVADA will complete intraLATA 0-, 0+, and 1+ coin dialed traffic only.
- 11.2.3. With ANI 07 and ANI 06 signaling, NEVADA will perform all necessary switch translations in the DMS 200 TOPS switch in order to provide billing restrictions. Call screening and billing restrictions are provided by using Automatic Number Identification (ANI) and screening codes. CLEC must provide timely screening data updates using Operator Services Screen Code Assignment List.

11.2.4. NEVADA will access PACIFIC's LIDB for CLEC's customers on an as-needed basis to obtain:

11.2.4.1. Billing telephone number;

11.2.4.2. Associated billing restrictions using NEVADA's screen code categories; and

11.2.4.3. Adds, deletes, and changes.

11.2.5. Switching and Signaling

11.2.5.1. MOSS or EAOSS signaling are required. Documents providing the signaling interface between CLEC EO and TOPS are found in TR144 and TR506.

11.2.5.2. Where MOSS is selected, CLEC must order separate trunk groups for each NPA served.

11.2.5.3. CLEC must also have a point of presence ("POP") at NEVADA's DMS 200 switch within each LATA served by CLEC.

11.2.5.4. In LATA 720 CLEC may use NEVADA's DMS 200 TOPS switch for interconnection for operator services.

11.2.6. Billing records will be recorded at the TOPS switch and billing detail will be passed to CABS. Detailed billing records will be passed to CLEC for end user billing.

11.2.6.1. AMA billing will be created at the selected DMS 200 TOPS switch. These records will be created in Expanded Bellcore AMA Format ("EBAF") Phase 2.

11.2.6.2. Billing will be based on operator work seconds as specified in Attachment 8.

11.2.7. For customer rate quote requests, NEVADA's operators will provide rating information if CLEC concurs with NEVADA's rates; if CLEC does not concur in NEVADA's rates, rate quote requests will be handled per Section 4.3.1.3 of Attachment 5.

11.3. General Terms and Conditions

11.3.1. If CLEC purchases the Operator Services unbundled element, NEVADA will provide CLEC nondiscriminatory access to NEVADA's Operator Services. The service level, including any dialing delays, of the Unbundled Operator Service provided to

CLEC shall be at parity with the Operator Service provided by NEVADA to its own customers.

- 11.3.2. BLV and BLVI NEVADA will offer operator-to-operator BLV and BLVI to CLEC on a nondiscriminatory basis, in accordance with LERG instructions. There will be a reciprocal BLV/BLVI network between NEVADA and CLEC.
- 11.3.3. Operator-Assisted Calls to DA ("OADA") NEVADA will offer OADA to CLEC on a nondiscriminatory basis. OADA refers to the situation in which a customer dials "0" and asks the operator for DA; in such situations, the customer is automatically transferred to a DA operator. In providing OADA to CLEC, NEVADA will connect CLEC's end user customer to NEVADA's DA operators, and NEVADA will charge CLEC as specified in Attachment 8.
- 11.3.4. NEVADA shall not be obligated, under any circumstances, to provide call handling methods or credit card or other alternate billing arrangements that are different from those NEVADA provides to itself or its affiliates.
- 11.3.5. NEVADA shall have no duty, apart from factors within NEVADA's control, to ensure that CLEC's customers can in fact access NEVADA's Operator Services.

11.4. Implementation Schedule

NEVADA will make available unbundled Operator Services no later than thirty (30) days after PACIFIC makes unbundled Operated Services available at any location in PACIFIC territory.

- 11.5. Rates CLEC will pay the rates for Operator Services as specified in Attachment 8.
- 11.6. Forecasts CLEC shall provide to NEVADA forecasts of the number of Unbundled Operator Services arrangements at a LATA level on a semi-annual basis. CLEC will provide the first such forecast prior to submitting the first Unbundled Operator Services arrangements.

12. Directory Assistance Services

12.1. General Description and Specifications of the Unbundled Element

- 12.1.1. NEVADA's unbundled Directory Assistance Service provides unbundled Directory Assistance ("DA") services to CLEC by utilizing NEVADA's DA database. This service includes NEVADA's listed customers and listings supplied to NEVADA for DA use by other carriers. This DA service shall be provided at

parity with NEVADA DA service and will utilize the same Directory Listing source of information as NEVADA uses for its own DA service. NEVADA's unbundled DA has the following service attributes:

- 12.1.1.1. Database and retrieval system for NEVADA's DA Operator use;
 - 12.1.1.2. Retrieval of listed telephone number and address information for residence, business, and government listings, requested by locality and name, or a report that the number is not available;
 - 12.1.1.3. Up to two search requests per call;
 - 12.1.1.4. Area code information for the United States and Canada;
 - 12.1.1.5. Exchange locality information for Nevada;
 - 12.1.1.6. Use of Automated Response Unit for number quotation;
 - 12.1.1.7. Express Call Completion at parity with what NEVADA provides for itself or its affiliates;
 - 12.1.1.8. NEVADA's DA is available on a statewide basis (throughout Nevada) or by individual NPA upon mutual agreement; and
 - 12.1.1.9. NEVADA's DA provides telephone numbers and address information within the State of Nevada only.
- 12.1.2. Nondiscriminatory Access to Directory Listings NEVADA will provide CLEC with nondiscriminatory access to NEVADA's directory listings for DA applications. Upon the Effective Date of this Agreement, NEVADA shall supply the directory listings to CLEC on magnetic tape. Thereafter NEVADA shall provide weekly updates to CLEC on magnetic tape or other mutually agreeable medium. CLEC shall pay NEVADA for the cost of the transfer media (magnetic tape), plus NEVADA's reasonable costs for preparation and shipping of the magnetic tape.

The Directory Listing data used by NEVADA, and provided to CLEC, does not include NEVADA's unlisted customer names or unlisted customer telephone numbers. Provision of NEVADA's directory listing data is limited to use by CLEC or its agents for provision of directory assistance services.

12.2. Form of Access

- 12.2.1. Access to Unbundled DA Services. NEVADA will provide CLEC nondiscriminatory access to NEVADA's DA Services. The service level, including any answer delays, of the Unbundled DA Service provided to CLEC shall be at parity with the DA Service provided by NEVADA to its own customers.
- 12.2.2. Trunking Access to NEVADA DA may be provided either through NEVADA's access tandem or by dedicated trunking from End Office and routed to the appropriate DA center. Where CLEC uses trunking from an CLEC End Office to NEVADA's access tandem, using local interconnection trunks at NEVADA's tandem, CLEC must convert all "411" dialed calls to NPA 555-1212 prior to delivery to the tandem as shown in the LERG.
- 12.2.3. Transport NEVADA will not provide transport across LATA boundaries.

12.3. General Terms and Conditions

- 12.3.1. Branding Whenever NEVADA provides DA services on behalf of CLEC directly between CLEC's central office and NEVADA digital DA switch, at CLEC's option, NEVADA will brand the call as an CLEC call, where technically feasible. Where not technically feasible, such calls will be unbranded.
- 12.3.2. Neither Party shall have access to the other Party's customers' unlisted telephone numbers, except that each Party's operators may telephone the other Party to obtain such numbers for emergency purposes.
- 12.3.3. Confidentiality of CLEC's DA and Non-Published Listings NEVADA will accord CLEC's DA and Non-Published listing information the same level of confidentiality that NEVADA accords its own DA and Non-Published listing information.
- 12.3.4. Express Call Completion Service In conjunction with the provision of unbundled DA service to CLEC, NEVADA will provide Express Call Completion Service (which is comparable in every way to the Express Call Completion Service NEVADA makes available to its own end users) in those areas where Express Call Completion Service is generally available and where facilities permit.
- 12.3.5. If CLEC purchases NEVADA's unbundled DA Services element, NEVADA's contact with CLEC's end user customers shall be limited to that effort required to process CLEC's end user

customers' requests for DA services. NEVADA will not transfer, forward, or redial an CLEC's end user customer's call to any other location for any purpose other than the provision of DA to the customer.

12.3.6. CLEC DA service quality will be equal to that which NEVADA provides to its own DA customers.

12.3.7. Billing

12.3.7.1. Billing will be handled by CABS.

12.3.7.2. NEVADA will bulk-bill CLEC, with no detailed records. CLEC shall be responsible for billing its end users for this service. All bills for CLEC DA will reflect a per-call charge and the applicable transport charges.

12.3.7.3. NEVADA will not credit CLEC for customer requests that are not found in the DA database.

12.3.7.4. All DA calls will be billable to CLEC, except as specifically mentioned herein.

12.4. Implementation Schedule Unbundled DA services will be available as of the Effective Date of this Agreement. Unbundled directory listings specified in Section 12.1.2 are available on the Effective Date of this Agreement.

12.5. Rates CLEC agrees to pay for DA services per Attachment 8.

12.6. Forecasts CLEC shall provide to NEVADA forecasts of the number of Unbundled DA Services arrangements at a LATA level on a semi-annual basis. CLEC will provide the first such forecast prior to submitting the first Unbundled DA Services arrangements.

13. Operating Support Systems

13.1 General Terms and Conditions

13.1.1. NEVADA will provide unbundled access to its Operating Support Systems (OSS) consistent with the requirements of the Act, and implementing regulations, this Agreement and its applicable Attachments.

13.1.2. The specific requirements for OSS are found in Attachments 5, 11, 12, 13 and 14.

13.2. Implementation Schedule NEVADA will make OSS available pursuant to the schedule set forth in Attachments 5, 11, 12, 13 and 14.

13.3. Rates CLEC agrees to pay OSS rates as specified in Attachment 8.

14. Standards For Network Elements

14.1 If one or more of the requirements set forth in this Agreement are in conflict, CLEC shall elect which requirement shall apply.

14.2 Each Network Element and the interconnections between Network Elements provided by NEVADA to CLEC shall be at least equal in the quality of design, performance, features, functions and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that NEVADA provides in NEVADA's network to itself, NEVADA's own customers, to a NEVADA affiliate or to any other entity.

14.3 In the event that CLEC reasonably believes that the requirements of this Attachment 6 are not being met, the Parties will meet and confer concerning such engineering, design, performance and other network data, which may be necessary to cure any engineering, design performance or implementation deficiency. In the event that such data indicates that the requirements of this Attachment 6 are not being met, NEVADA shall cure any such deficiency as soon as possible.

14.4. Subject to this Agreement and its Attachments, NEVADA agrees to work cooperatively with CLEC to provide Network Elements that will meet CLEC's needs in providing services to its customers.

14.5 If NEVADA makes available to itself or any of its end user customers an expedited or priority provisioning capability for Network Elements and interconnections between Network Elements, then NEVADA will make

15. Applicability

It is NEVADA'S position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

ATTACHMENT 7

RIGHTS OF WAY (ROW), CONDUITS, POLE ATTACHMENTS

Rights of Way (ROW) , Conduits, Pole Attachments

1. Introduction

This Attachment sets forth the requirements for Rights of Way, Conduits and Pole Attachments.

2. Definitions:

- 2.1. A Right of Way (ROW) is the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes or other locations.
- 2.2. A conduit is a tube or similar enclosure that may be used to house communication or communication-related power cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts. An innerduct is a separate tube or enclosure within a conduit.
- 2.3. A pole attachment is the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.

3. General Requirements

- 3.1. NEVADA shall make ROW, conduit and pole attachments available to CLEC through agreements consistent with applicable regulations of the FCC and the Commission and this Attachment 7, or through tariffs, in the event NEVADA files tariffs covering such facilities.
- 3.2. NEVADA shall provide CLEC with non-discriminatory and competitively neutral access, on a first-come, first-served basis, to ROW, conduit, ducts, pole attachments and entrance facilities that NEVADA owns or controls.
- 3.3. Upon request, NEVADA shall provide CLEC reasonable access on a non-discriminatory and competitively neutral basis to building entrance facilities (including but not limited to cable vault, conduit, equipment rooms and telephone closets) that are owned or controlled by NEVADA, provided the security of NEVADA's facilities is maintained at all times. For some locations, CLEC personnel must be escorted, and the Parties will

negotiate a reasonable arrangement, including administrative costs, if any, for such escorted access.

- 3.4. NEVADA may not favor itself in granting access to a ROW, conduit or pole attachment. NEVADA shall not deny a request from CLEC for access to a ROW, conduit or pole attachment on the basis that such space is reserved for NEVADA's future business needs, except as provided in Sections 3.5, 3.5.1, and 3.6.
- 3.5. NEVADA may reserve capacity for projects for which it has an approved job . Approved jobs will normally commence physical construction activities within twelve (12) months and completion of the project within eighteen (18) months, except for conditions outlined in Section 14 of the General Terms and Conditions of this Agreement.
 - 3.5.1. At CLEC's request, in the event NEVADA denies an CLEC request for access pursuant to Section 3.5, the Parties shall supply to each other within thirty (30) days of the denial, subject to Section 16 of this Agreement, copies of their respective engineering studies relating to the disputed space. NEVADA shall prevail in its denial of space to CLEC only if NEVADA can prove its engineering studies were underway prior to CLEC's request for such space. Normal engineering studies are completed within 60 days. The Parties shall meet and confer in an effort to reach an alternative resolution. If the Parties fail to agree, either Party may invoke the alternative dispute resolution process set forth in Attachment 3.
- 3.6. The duties of NEVADA described in Sections 3.5 and 3.5.1 shall be subject to expansion or contraction in accordance with rules adopted by the Commission that constitute regulation of rates, terms and conditions for pole attachments within the meaning of Section 224(c)(3) of the Act.
- 3.7. NEVADA may designate for maintenance purposes one duct in a multiduct structure when only copper technology exists. NEVADA may designate for maintenance purposes one innerduct in a multiduct structure when only fiber technology exists. In conduit structures where both fiber and copper technologies exist, NEVADA may designate one 4 inch duct for copper and one innerduct for fiber in a separate duct from the copper duct for maintenance purposes, for the benefit of all users of the conduit. No Party shall use the maintenance ducts except for maintenance purposes.
- 3.8. In cases where NEVADA reasonably believes that there is insufficient capacity to grant a request from CLEC for access to a ROW, conduit or pole attachment, NEVADA must take all reasonable steps to

accommodate CLEC's request and explore potential accommodations in good faith with CLEC.

- 3.9. In the event of an emergency affecting ROW, conduit or pole attachments made available by NEVADA to CLEC, NEVADA shall follow the mutually agreed upon Emergency Restoration Procedures attached to this Attachment 7 as Exhibit A.
- 3.10. NEVADA shall provide to CLEC the names, numbers of the Single Points of Contact (SPOC) for administering all structure licensing and ROW agreements within each defined geographical area.

4. Requests for Space

- 4.1. Upon being presented with an CLEC written request for access to NEVADA's conduits or poles, NEVADA will accept or reject CLEC's request in writing as soon as possible, but within forty-five (45) days, unless the Parties mutually agree upon an appropriate extension of time.
- 4.2. If NEVADA denies an application by CLEC for conduit or pole space, its denial must be specific, and include all relevant evidence or information supporting the denial.

5. Requests for Drawings

- 5.1.1. At CLEC's request, NEVADA shall provide CLEC with drawings of conduit, poles and other ROW paths in selected areas as specified by CLEC within 10 business days or a mutually agreed-upon reasonable timeframe based on the complexity of the request. CLEC will reimburse NEVADA for NEVADA's incurred costs associated with providing such drawings.
- 5.1.2. At CLEC's request NEVADA engineers will meet with CLEC at a mutually agreed-upon time and place to allow CLEC to examine conduit system or pole line engineering prints. CLEC will reimburse NEVADA for NEVADA's incurred costs associated with engineering time incurred by NEVADA.

6. Requests for Information

- 6.1. CLEC may submit a written request for information to NEVADA before submitting a request for conduit or pole space in a specified location. This written request must be accompanied by a formal application.
- 6.2. NEVADA shall provide information regarding the availability, and where known, the condition of conduit or pole attachments within ten (10)

business days of CLEC's written request for a records based answer and twenty (20) business days of CLEC's request for a field based answer. In the event CLEC's written request seeks information about the availability of more than five (5) miles of conduit or more than 100 poles, NEVADA shall (1) provide an initial response within ten (10) business days; (2) use reasonable best efforts to complete its response within thirty (30) business days; and (3) if NEVADA is unable to complete its response within thirty (30) business days or if the Parties are unable to agree upon a mutually satisfactory longer time period for NEVADA's response, NEVADA will hire outside contractors at CLEC's expense, not to exceed NEVADA's customary charge for the same work, provided that before proceeding with such outside hiring, NEVADA shall provide to CLEC the contractor's work order and hourly rate.

- 6.3. CLEC shall have the option to be present at the field based survey and NEVADA shall provide CLEC at least twenty-four (24) hours notice prior to start of such field survey. By prior arrangement, NEVADA shall allow CLEC personnel, accompanied by a NEVADA escort, to enter manholes and view pole structures.

7. Make Ready Work

NEVADA shall complete the "make ready work" required on poles or within conduit to enable CLEC to install its facilities. This work shall be accomplished by NEVADA at a reasonable cost within thirty (30) business days, except that if NEVADA requires longer than thirty (30) business days or if the Parties are unable to agree upon a mutually satisfactory longer time period for completion of the make ready work, outside contractors may be hired at CLEC's expense to do the work. In that event, NEVADA and CLEC shall confer and agree which Party shall hire the contractors. If CLEC hires the contractors, they must meet NEVADA's reasonable standards. If NEVADA hires the contractors, before proceeding with the work, NEVADA shall provide to CLEC the contractor's work order and hourly rate, which shall not exceed NEVADA's customary charge for the same work.

8. Pole Attachments

- 8.1. Pole Attachments will be placed in the space on the pole designated for communications use. This space is generally located below electric supply circuits and excludes the neutral space between the electrical and communication space.
- 8.2. NEVADA shall not attach, or permit other entities to attach, facilities on existing CLEC facilities without CLEC's prior written consent, except that such consent shall not be required for attachments to facilities such as

arms and brackets that are designed for more than one cable. CLEC may, at its option, make pole attachments using CLEC or CLEC-designated personnel. CLEC shall follow the methods and procedures for making pole attachments set forth in the pertinent Commission orders and any additional standards provided to CLEC by NEVADA.

- 8.3. NEVADA shall inspect all pole attachments to verify conformance with the above standards and procedures. CLEC will pay all costs associated with this inspection.

9. Conduits:

- 9.1. To the extent that space is available as reasonably determined by NEVADA, NEVADA shall provide CLEC space in manholes for racking and storage of cable and other materials as requested by CLEC on a nondiscriminatory, first-come, first-served basis.
- 9.2. NEVADA shall remove any retired cable from its conduit at CLEC's expense within a reasonable period of time if necessary to make conduit space available for CLEC.
- 9.3. Upon prior notice to NEVADA, CLEC may conduct maintenance procedures in conduit space leased from NEVADA. NEVADA may dispatch a NEVADA technician at CLEC's expense to oversee CLEC's work.
- 9.4. Subject to accepted industry safety and engineering standards, NEVADA shall not restrict, withhold or unreasonably delay any modifications to conduit systems necessary to allow access to and/or egress from such systems, provided that certification of a professional structural engineer for modifications to post-1960 structures has been obtained ensuring that the modifications will not adversely impact the structural integrity of the manhole.
- 9.5. Subject to accepted industry safety and engineering standards, NEVADA will permit manhole interconnections, breaking out of NEVADA manholes and breaking out of NEVADA conduit by CLEC. NEVADA may not limit new duct entrances to pre-cast knockouts, provided that CLEC must obtain certification of a professional structural engineer for modifications to post 1960 structures ensuring that the modifications will not adversely impact the structural integrity of the manhole. NEVADA may approve alternate entrances.

10. Innerducts

NEVADA will permit CLEC, on a first-come, first-served basis, to license the use of innerducts in ducts in which NEVADA already occupies as innerduct as long as one spare innerduct for maintenance purposes remains available. If an innerduct licensed by CLEC becomes defective, CLEC may use the spare maintenance innerduct as long as CLEC repairs the defective innerduct for use as a new maintenance spare as soon as possible.

11. Access to Private Easements

- 11.1. NEVADA shall not block any third party assignment of ROW to CLEC.
- 11.2. To the extent space is available, NEVADA shall provide access to ROWs it has obtained from a third party to CLEC on a nondiscriminatory, first-come, first-served basis, provided that any underlying agreement with such third party permits NEVADA to provide such access, and provided that CLEC agrees to indemnify NEVADA for any liability arising out of such access or use.
- 11.3. NEVADA will, upon request by CLEC, grant CLEC access to any private easement held by NEVADA providing that any private easement does not preclude NEVADA from providing such access, in a mutually agreeable form of sub-easement, assignment or other appropriate access. NEVADA's charge for such access shall be a pro rata portion of (a) the charge paid by NEVADA to the grantor of the easement and (b) any other documented administrative and engineering costs incurred by NEVADA in obtaining the original easement, both of which shall be determined on a case-by-case basis and calculated by taking into account (i) the size of the area to be used by CLEC and (ii) the number of users of NEVADA's easement. CLEC shall also pay the reasonable documented administrative cost incurred by NEVADA in processing such requests for access.

12. Dispute Resolution

If the Parties are unable to agree on a matter involving access by CLEC to a ROW, conduit, innerducts, pole, entrance facility or private easement owned or controlled by NEVADA, either Party may submit the matter to the dispute resolution process set forth in Attachment 3 to this Agreement or may invoke applicable dispute resolution procedures described in the Act and the FCC's *First Interconnection Order*, sections 1217 through 1231.

13. Applicability

It is NEVADA'S position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided

hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

EMERGENCY RESTORAL PROCEDURES

1. General

In the event of an emergency, restoration procedures may be affected by the presence of CLEC facilities in or on NEVADA structures. While NEVADA maintains no responsibility for the repair of damaged CLEC facilities (except under a special maintenance contract), it must nonetheless control access to CLEC structures if restoral of affected facilities is to be achieved in an orderly fashion.

2. Prioritizing

Where NEVADA and CLEC are involved in emergency restorals, access to NEVADA's structures will be controlled by NEVADA's Maintenance Director or his/her on-site representative according to the following guidelines:

2.1 Service Disruptions/Outages

2.1.1 While exercising its right to first access, NEVADA should grant nondiscriminatory access to all occupants in or on its facilities and every effort should be made to accommodate as many occupants as is reasonably safe. Therefore, reasonable, simultaneous access will not be denied unless public or other safety considerations would prohibit such access.

2.1.2 Where simultaneous access is not possible, access will next be granted according to longevity in/on the structure (i.e., first in time, first in right).

Where longevity in the structure cannot be ascertained, access will be prioritized on a first come, first served basis.

2.2 Service Affecting

2.2.1 While exercising its right to first access, NEVADA should grant nondiscriminatory access to all occupants in or on its facilities and every effort should be made to accommodate as many occupants as is reasonably safe. Therefore, reasonable, simultaneous access will not be denied unless public or other safety considerations would prohibit such access.

2.2.2 Where simultaneous access is not possible, access will next be granted to occupants according to the level of damage to its facilities and the likelihood that damage will result in service disruption. Where likelihood that damage will result is not clearly

discernible, access will be granted according to longevity in/on the structure (i.e., first in time, first in right).

2.2.3 Where longevity in the structure cannot be ascertained, access will be prioritized a first come, first served basis.

3. Point of Contact

When an emergency situation arises which necessitates CLEC access to a manhole after NEVADA's normal business hours, CLEC should call NEVADA's Emergency Control Center (ECC). All calls during normal business hours must be directed to the appropriate NEVADA Single Point of Contact (SPOC). For after-hours calls, NEVADA's ECC will contact the Maintenance Center responsible for after-hours coverage of the affected area. The maintenance supervisor contacted by the ECC will return CLEC's call and will arrange for access with on-call maintenance field personnel during the emergency condition.

ATTACHMENT 8

PRICING

1. Local Services Resale

The Commission shall determine in Docket No. 96-9035 the wholesale discount to be applied to the applicable retail rate for all NEVADA services subject to resale and further shall determine the appropriate non-recurring charges (including changeover charges) which shall apply to resold Local Service. If CLEC wishes to order Local Service before the Commission issues an order in that Docket determining the wholesale discount and/or the appropriate non-recurring charges, the Parties shall meet and confer in order to establish an interim price and/or interim non-recurring charges. In addition to the wholesale discount CLEC, shall receive the same volume discounts from NEVADA for Telecommunications Services based on its wholesale volume that NEVADA provides to its retail customers based on their retail volume without regard to the number of customers to which CLEC resells such service. In establishing the proper wholesale rate for volume discounted services, NEVADA may calculate a separate discount rate. Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by CLEC to NEVADA, or any overpayment refunded by NEVADA to CLEC, within forty-five (45) days after the establishment of the price by the Commission; provided, however, if the total amount of the underpayment or overpayment for all resold Local Services (including recurring and non-recurring charges) is less than \$75,000 (seventy five thousand dollars) no payment shall be due.

The prices shall be based on NEVADA's retail rates applicable on the Effective Date, less the applicable discount. If NEVADA changes its retail rates after CLEC executes this Agreement, the applicable discount shall be applied to the changed retail rates from the time such changes become effective.

2. Unbundled Network Elements

2.1 The Commission shall determine the prices charged to CLEC for Network Elements.

2.2 If CLEC wishes to order any Network Element before the Commission issues an order determining the appropriate price, the Parties shall meet and confer in order to establish an interim price. Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by CLEC to NEVADA, or any overpayment refunded by NEVADA to CLEC, within forty-five (45) days after the establishment of the price by the Commission; provided, however, if the total amount of the underpayment or overpayment for all Network Elements (including recurring and non-

recurring charges) is less than \$35,000 (thirty five thousand dollars) no payment shall be due.

- 2.3 In order to permit CLEC to place technical and systems trial orders, CLEC agrees to pay Nevada Bell the interim prices listed in Appendix A for items it orders during said technical and systems trial. CLEC has agreed to pay the prices listed in Appendix A under protest, and without waiver of any of its rights to contest whether these prices are cost based as required by the Act. Further, the Parties agree that the prices in Appendix A are interim prices, subject to true up as described in Section 2.2. above. Should CLEC, before the Commission has ordered prices in Docket 96-9035, wish to place orders other than for the technical and systems trial, CLEC shall first initiate the process set forth in the first sentence of Section 2.2

3. Collocation

- 3.1 The Commission shall determine the prices charged to CLEC for collocation.
- 3.2 If CLEC wishes to order Collocation before the Commission issues an order determining Collocation prices, the Parties shall meet and confer in order to establish an interim price. Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by CLEC to NEVADA, or any overpayment refunded by NEVADA to CLEC, within forty-five (45) days after the establishment of the price by the Commission; provided, however, that for purposes of this Section 3.2, collocation will be included within the true-up specified in Section 2.2.

4. Interconnection Services

- 4.1 NEVADA will make interconnection arrangements available at all collocated locations. CLEC may choose to deliver both local and toll traffic over the same trunk group(s). With respect to the previous sentence, CLEC will provide NEVADA with the Percent Local Usage (PLU) factor to facilitate billing of the local interconnection rate. CLEC's PLU determination shall be subject to reasonable audit by NEVADA pursuant to Section 10 of this Agreement.
- 4.2 Prices and terms for interconnection services are specified in Attachment 18 and this Attachment 8, including, without limitation, the calculation of applicable charges for the completion of toll and local traffic when NEVADA's LSNE is used, the manner for determining when reciprocal

compensation applies for the exchange of local traffic, and the reciprocal compensation rates for local and toll traffic.

5. Rights of Way, Conduits and Pole Attachments

- 5.1 The Commission shall determine the prices charged to CLEC for rights of way, conduits or pole attachments.
- 5.2 If CLEC wishes to order rights of way, conduits or pole attachments before the Commission issues an order determining prices, the Parties shall meet and confer in order to establish an interim price. Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by CLEC to NEVADA, or any overpayment refunded by NEVADA to CLEC, within forty-five (45) days after the establishment of the price by the Commission; provided, however, that for purposes of this Section 5.2, rights of way, conduits and pole attachments shall be included in the true up specified in Section 2.2 above.

6. Development and Implementation Cost Recovery

- 6.1. The Parties shall petition the Commission to consider issues surrounding development and implementation costs in a multi-party industry-wide docket. Both parties shall track such costs in a manner consistent with Generally Accepted Accounting Principles. To the extent determined by the Commission, the parties shall pay their appropriate share of development and implementation costs. Prior to such determination, NEVADA shall fill all orders placed by CLEC without requiring up-front payment of such costs.

6.2. Specific Costs.

6.2.1. Subloop Unbundling (Distribution Media, Loop Concentrator/Multiplexers and Loop Feeder)

- 6.2.1.1 Pursuant to Attachment 6, Section 1.7, upon receipt of a bona fide request, NEVADA, CLEC, and any other requesting carrier shall work together to determine the technical feasibility for each specific FDI requested. The costs of a feasibility determination shall be borne by the parties requesting access. The costs of expanding the Fiber Distribution Interface (FDI) to provide the requested Network Elements shall be paid by the parties that receive access to it.

6.2.1.2 CLEC shall pay all reasonable costs of the work done on its behalf or required as a result of its presence at a particular FDI.

6.2.2. AIN Database - Technical Feasibility Testing.

If the Parties engage in one-on-one cooperative testing, reasonable and necessary costs of carrying out the agreed-to test plans shall be tracked and documented by each of the Parties for the purpose of identifying the total costs incurred by the two parties. The Parties shall split the total cost on an equal basis, each paying 50%. Each Party shall submit final cost data to the other every 60 days during testing and within 60 days after completion of the test. The owing Party shall pay within 30 days after receipt of the final cost data; however, if the total difference in costs incurred by each of the Parties is less than \$10,000 no payment shall be due.

If AIN testing is performed at an industry level, each Party shall bear its own cost of technical feasibility testing for access to AIN triggers.

6.2.3. Higher-Than-Parity Service.

NEVADA shall track its costs caused by service performance requirements of this Agreement or specific CLEC requests which specify service that is higher-than-parity with service levels NEVADA provides for comparable retail services or for similar services for other CLCs. The Commission will resolve any disputes concerning whether a request for service is "above parity". For any such higher-than-parity service requirements which cause significant additional costs, NEVADA will charge CLEC such additional costs. If the Parties dispute such recovery, NEVADA may request Commission approval to charge CLEC such costs. Pending resolution of any dispute, NEVADA shall not withhold any required service from CLEC.

7. To Be Determined

In this Agreement, rates for certain services, Network Elements and Combinations are specified as "To Be Determined" (TBD). In addition, numerous provisions of this Agreement refer to prices set forth in Attachment 8. In the event of such a reference in this Agreement where there is no corresponding price in this Attachment 8, it shall be deemed to be TBD. With respect to all TBD prices, prior to CLEC ordering any such TBD items, the Parties shall meet and confer to establish a price. If no agreement is reached, the Parties shall refer any disputes to the Alternative Dispute Resolution process set forth in Attachment 3. Any rates set in arbitration shall be subject to

modification by any subsequent decision of the Commission. CLEC shall be responsible for payments of any such rates so established as ordered in arbitration or by the Commission.

8. Not Applicable

In this Agreement, rates for certain services, Network Elements and Combinations are specified as "Not Applicable " (N/A). In the event of such a reference in this Agreement where there is no corresponding price in this Attachment 8, it shall be deemed that there will be no corresponding rate in the field where the N/A appears.

9. Applicability

It is NEVADA'S position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

Prices for Unbundled Network Elements

NEVADA BELL/PACIFIC CENTREX SERVICES, INC.

Nevada Bell Network Element Descriptions	Monthly Recurring	Non-Recurring	
		Initial	Additional
LOOP/LINK			
2-Wire Analog Loop			
-Zone 1	\$ 13.65	\$ 129.55	\$ 94.45
-Zone 2	\$ 18.25	\$ 129.55	\$ 94.45
-Zone 3	\$ 34.75	\$ 129.55	\$ 94.45
5db Conditioning	TBD	TBD	TBD
2-Wire Digital Loop	TBD	TBD	TBD
4-Wire Digital Loop	TBD	TBD	TBD
SUBLOOP UNBUNDLING	ICB	ICB	ICB
NETWORK INTERFACE DEVICE (NID)	N/A	\$ 101.50	\$ 10.15
SWITCHING CAPABILITY			
Switching			
Ports			
Analog Line Port			
-Zone 1 -Metro	\$ 2.80	\$ 27.05	\$ 21.20
-Zone 2 -Outstate	\$ 5.70	\$ 27.05	\$ 21.20
Vertical Features - per feature/per port			
Call Forwarding Variable			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65
Busy Call Forwarding			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65
Delayed Call Forwarding			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65
Call Forwarding Busy/Delay			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65
Call Waiting			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65
Caller ID			
-Zone 1 -Metro	N/A	\$ 6.90	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.90	\$ 0.65
Per Line Blocking			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65
Per Call Blocking			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65

Prices for Unbundled Network Elements

NEVADA BELL/PACIFIC CENTREX SERVICES, INC.

Nevada Bell Network Element Descriptions	Monthly Recurring	Non-Recurring	
		Initial	Additional
Call Return			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65
Three Way Calling			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65
Hunting - Business			
-Zone 1 -Metro	N/A	\$ 70.15	\$ 24.45
-Zone 2 -Outstate	N/A	\$ 74.00	\$ 26.75
Remote Access to Call Forwarding	Not available until mid 1999		
-Zone 1 -Metro	N/A	\$ 6.90	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.90	\$ 0.65
BASIC SWITCHING FUNCTIONS			
Interoffice - Originating			
Setup per Attempt	\$ 0.003065	N/A	N/A
MOU	\$ 0.002553	N/A	N/A
Interoffice - Terminating			
Setup per Call	\$ 0.003110	N/A	N/A
MOU	\$ 0.002506	N/A	N/A
Intraoffice			
Setup per Call	\$ 0.001469	N/A	N/A
MOU	\$ 0.002757	N/A	N/A
Customized Routing - Options B, C	TBD	TBD	TBD
Tandem Switching			
Setup per Call	\$ 0.002658	N/A	N/A
MOU	\$ 0.001261	N/A	N/A
INTEROFFICE TRANSMISSION FACILITIES			
Dedicated Transport			
- Voice Grade Interoffice Transport			
Statewide			
Fixed (per termination)	\$ 14.30	\$ 177.40	\$ 85.20
Variable (per mile)	\$ 0.35	N/A	N/A
- DS1 Interoffice Transport			
Statewide			
Fixed (per termination)	\$ 45.35	\$ 1,418.70	\$ 339.40
Variable (per mile)	\$ 7.20	N/A	N/A
- DS3 Interoffice Transport			
Statewide			
Fixed (per termination)	\$ 785.20	\$ 1,418.70	\$ 431.05
Variable (per mile)	\$ 167.40	N/A	N/A
- Entrance Facilities			
2-Wire Voice	\$ 13.65	\$ 129.55	\$ 94.45
DS-1	\$ 84.95	\$ 1,288.45	\$ 316.90
DS-3	\$ 905.55	\$ 1,288.80	\$ 398.10

Nevada Bell Network Element Descriptions	Monthly Recurring	Non-Recurring	
		Initial	Additional
Common Transport			
Statewide			
Fixed Per MOU	\$ 0.000305	N/A	N/A
Per Mi Per MOU	\$ 0.000019	N/A	N/A
Shared Transport			
Statewide			
Fixed Per MOU	\$ 0.001540	N/A	N/A
Per Mi Per MOU	\$ 0.000118	N/A	N/A
USCC	TBD	TBD	TBD
SIGNALING SYSTEM 7 (SS7)	Nevada Bell FCC Tariff 1 - per call rate may apply		
LIDB	See Pacific Bell agreement as described in attachment 6		
OPERATOR SERVICES (OS)	Nevada Bell FCC Tariff 1		
DIRECTORY ASSISTANCE (DA)	Nevada Bell FCC Tariff 1		
EISCC			
Voice Grade (per hundred)	\$ 58.70	\$ 93.20	\$ 48.80
DS1 (each)	\$ 4.00	\$ 396.20	\$ 281.65
DS3 (each)	\$ 133.45	\$ 396.20	\$ 281.65
MAINTENANCE OF SERVICE CHARGES			
Basic Time	TBD	TBD	TBD
Overtime	TBD	TBD	TBD
Premium Time	TBD	TBD	TBD
TIME & MATERIAL CHARGES			
Basic Time	TBD	TBD	TBD
Overtime	TBD	TBD	TBD
Premium Time	TBD	TBD	TBD
OSS	TBD	TBD	TBD
SERVICE ORDER CHARGE	<i>Additional to NonRecurring Charges</i>		
Simple Manual			
New	none	\$ 139.80	none
Disconnect	none	\$ 100.45	none
Change	none	\$ 117.95	none
Record	none	\$ 76.45	none
Complex Manual			
New	none	\$ 251.15	none
Disconnect	none	\$ 109.20	none
Change	none	\$ 141.95	none
Record	none	\$ 109.20	none
Mechanized Simple (LEX or EDI)	none	\$ 5.00	none

Footnote: All products and services not listed above are TBD - To Be Determined.

Zone Assumptions:

a) Zones for loops are defined as 1, 2 and 3

Zone 1 for loops includes RENONV02, SPRKNV11, RENOVN13, CRCYNV01, RENONV12,
RENONV14, RENONV15

Zone 2 for loops includes INVGNV11, STEDNV11, SNVYNV11, SPRKNV12, DYTNNV11,
WASONV11, FRNLNV11, SVSPNV11, VRCYNV12, CHBTNV11, and LCWDNV11

Zone 3 for loops includes all other offices not defined in zone 1 or 2

b) Zones for local switching capability and vertical features are defined as Metro (zone1) and Outstate (zone 2)

Metro offices include: CRCY, DYTN, INVG, LCWD, RENO, SNVY, SPRK, STED, VERD, VRCY, and WASO

Outstate offices include all not defined as Metro

ATTACHMENT 9

ACCESS TO VERIGATE, LEX AND POS OPERATIONS SUPPORT SYSTEMS

ATTACHMENT 9 ACCESS TO VERIGATE, LEX and POS OPERATIONS SUPPORT SYSTEMS

1. General Conditions

1.1 This Attachment sets forth the terms and conditions under which NEVADA provides access to three of NEVADA'S operations support systems (OSS) "functions" to CLEC for pre-ordering, ordering and order statusing, VeriGate, LEX and POS respectively.

1.2 CLEC agrees to utilize VeriGate, LEX and POS as described herein, only for the purposes of establishing and maintaining Resale services or UNEs through NEVADA. CLEC agrees that the ordering interface will only support those Resale and UNE services for which industry standard ordering conventions have been adopted by the OBF, and implemented by PACIFIC. In addition, CLEC agrees that such use will comply with the summary of SBC'S Operating Practice 113, as attached to this Attachment and the User ID request form. The Alternative Dispute Resolution (ADR) process set forth in Attachment 3 shall apply to any issues which arise under this Attachment 9, including any alleged non-compliance with these security guidelines.

1.3 CLEC'S access to pre-order functions described in 2.2.2 and 2.3.2 will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's end-user where CLEC has obtained an end user authorization for release of CPNI, compliant with state and federal laws, and where CLEC has obtained an authorization to become the end user's local service provider.

1.4 CLEC'S obligation to obtain authority prior to accessing CPNI electronically, as set forth in the preceding provision, is subject to modification in accordance with any governing regulatory decisions expressly addressing this subject matter.

1.5 By utilizing the electronic interfaces described herein to access OSS functions, where CLEC has direct ordering capability, CLEC agrees not to knowingly alter any applicable Resale rates and charges where they are subject to the terms of this Agreement and applicable NEVADA tariffs or NEVADA UNE rates and charges per the terms of this Agreement. CLEC agrees to use reasonable business efforts to submit orders that are correct and complete. NEVADA will use reasonable business efforts to reject for processing CLEC orders which are not correct and complete. The Parties agree to conduct internal and independent reviews for accuracy. The audit rights in Section 10 of the Agreement shall apply.

1.6 The Information Services (I.S.) Call Center provides a technical support function for the OSS interfaces described in this Attachment. CLEC will also provide a single point of contact for technical issues related to the electronic interfaces.

1.7 NEVADA and CLEC will establish interface contingency plans and disaster recovery plans for the OSS interfaces described in this Attachment.

1.8 The Parties agree that the Change Management Process agreed to in California and documented under the auspices of the California Commission OSS OII will be used to manage changes to LEX, Verigate and POS.

2. Pre-Order

2.1 Where available to NEVADA, NEVADA will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNE via the electronic interfaces described herein. 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:

2.2 Pre-ordering functions for Resale include:

- 2.2.1 features and services available at a valid service address (as applicable);
- 2.2.2 access to customer proprietary network information (CPNI) for NEVADA retail or resold services 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 to comply with the conditions set forth in Section 1.3;
- 2.2.3 a telephone number (if the end user does not have one assigned) with the end user on-line;
- 2.2.4 service availability dates to the end user;
- 2.2.5 information regarding whether dispatch is required;
- 2.2.6 Primary Interexchange Carrier (PIC) options for intraLATA toll (when available) and interLATA toll;
- 2.2.7 service address verification.

2.3 Pre-ordering functions for UNE include:

- 2.3.1 features and services available at a valid service address (as applicable);
- 2.3.2 access to customer proprietary network information (CPNI) for NEVADA retail or resold services 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 to comply with the conditions set forth in Section 1.3;

2.3.3 a telephone number (if the end user does not have one assigned) with the end user on-line;

2.3.4 service availability dates to the end user where CLEC requests NEVADA to provision combinations of UNEs and where such combined elements have analogous NEVADA retail services with flexible service availability date functions;

2.3.5 information regarding whether dispatch is required where CLEC requests NEVADA to provision combinations of UNEs and where such combined elements have analogous NEVADA retail services with flexible service availability date functions;

2.3.6 Primary Interexchange Carrier (PIC) options for intraLATA toll (when available) and interLATA toll;

2.3.7 service address verification.

2.4. Electronic Access to Pre-Order Functions: NEVADA will provide CLEC access to the following system:

2.4.1 VeriGate is an end-user interface developed by NEVADA that provides access to the pre-ordering functions for Resale Services and UNE. VeriGate may be used in connection with electronic or manual ordering.

3. Ordering/Provisioning

3.1 NEVADA will provide access to ordering and statusing functions to support CLEC provisioning of Resale services and UNEs via the OSS interfaces described below. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes NEVADA to provision in accordance with NEVADA LSOR and other ordering requirements which have been reviewed and discussed by both parties. NEVADA will provide CLEC access to the following interfaces:

3.1.1 LSR Exchange (LEX) is a graphical user interface provided by NEVADA that provides access to the ordering functions for UNEs and Resale Services.

3.1.2 Provisioning Order Status (POS) is a graphical user interface provided by NEVADA that allows CLEC to obtain provisioning status on their basic exchange field work orders. POS provides technician

scheduling and routing information, as well as due date status. POS allows retrieval status for Resale Basic Exchange, Directory Number Call Forwarding (DNCF), and UNE basic exchange service orders. It does not retrieve status for Special Services orders such as Private Line or Multi Wire Center Circuits.

4. Remote Access Facility

4.1 CLEC must access the NEVADA OSS interfaces, described herein, via the Pacific Remote Access Facility (PRAF). Connection to the PRAF will be established via a “port” either through dial-up or direct connection. CLEC may utilize a single port to access these interfaces to perform the supported functions in NEVADA where CLEC has executed this Attachment and purchases System Access.

5. Operational Readiness Test (ORT) for Ordering/Provisioning

5.1 Prior to initial live access to interface functionality, the Parties shall conduct Operational Readiness Testing (ORT)–which will allow for the testing of the systems, interfaces, and processes for the OSS functions.

5.2 Prior to live system usage, CLEC must complete user education classes for NEVADA-provided interfaces that affect the NEVADA network. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges will apply for each class. Classes will be available for and required for LEX. Optional classes will be available for VeriGate and POS. Schedules will be made available upon request and are subject to change. The length of classes varies; the following table presents the applicable rates. Ongoing class schedules may be requested from CLEC’s account manager.

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	TBD	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	TBD	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

5.3 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 NEVADA and CLEC payment is due 30 days later. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

5.4 Class dates will be based upon CLEC requests and NEVADA availability.

5.5 CLEC agrees to pay a cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two weeks prior to the scheduled start date. Should NEVADA cancel a class for which CLEC is registered less than two weeks prior to the scheduled start date of that class, NEVADA will waive the charges for the rescheduled class for the registered students. CLEC agrees to provide to NEVADA completed registration forms for each student no later than one week prior to the scheduled training class.

5.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other NEVADA or SBC system are strictly prohibited.

5.7 CLEC further agrees that training material, manuals and instructor guides are Confidential Information as that term is defined in the Interconnection Agreement.

6. Rates

6.1 NEVADA and CLEC acknowledge the authority of the Public Utilities Commission of Nevada (Commission) to review costing and pricing rules for access to OSS functions and to determine whether any such charges are appropriate and, if appropriate, the amount thereof. The parties agree that if the Commission establishes OSS rates, the terms of this section will be modified to reflect the final decision of such proceeding, subject to any right of appeal by NEVADA or CLEC. Such new rates, terms and conditions shall apply on a going forward basis.

6.2 There will be no charge for access to LEX, VeriGate and POS until such time as NEVADA proposes rates in an appropriate Commission proceeding. CLEC will begin paying such rates 30 days after NEVADA files its proposal with the Commission. Any such proposed rates will be subject to true up should the rate adopted by the Commission be higher or lower than the NEVADA proposed rate.

6.3 CLEC will pay NEVADA a connectivity rate of \$28.10 per month per T-1 connection for direct connection to the PRAF and/or \$29.40 per month per port for dial-up access to the PRAF.

7. Effective Date

7.1 This Attachment will be effective 30 days after filing with the Commission unless suspended or otherwise rejected by the Commission.

8. Applicability

It is NEVADA'S position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided

hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

ATTACHMENT 10

COLLOCATION

Collocation

1. Introduction

This Attachment 10 sets forth the descriptions and requirements for Collocation that NEVADA agrees to offer CLEC under this Agreement. CLEC may use Collocation to provide any feature, function, or service option that Collocation is capable of providing or any feature, function, or service option that is described in the relevant technical references, or as may otherwise be designated by CLEC consistent with the Act, the regulations thereunder and relevant Commission decisions.

2. Collocation

2.1 Definitions:

2.1.1 Physical collocation is defined in 47 C.F. §. 51.5.

2.1.2 Virtual collocation is defined in 47 C.F. § 51.5.

2.2 Technical Requirements

2.2.1 NEVADA will provide for Physical Collocation and Virtual Collocation of CLEC's transport facilities and termination equipment necessary for interconnection of CLEC's network facilities to NEVADA's network or access to unbundled network elements. Such collocation shall be provided at the rates specified in Attachment 8 and on a non-discriminatory basis in accordance with the requirements of the Act and the FCC's rules thereunder. If CLEC chooses to subcontract with NEVADA for the construction of the Physical Collocation arrangements as specified in 2.2.9 following, then the charges will be determined on an Individual Case Basis. Collocation shall be established within the time frames provided in NEVADA's FCC Tariff No. 1, Section 18 as the same may be amended from time to time, which time frame is currently 180 days in most cases. NEVADA will promptly notify CLEC upon completion of construction of Collocation arrangements and will permit CLEC's use thereof as soon as such arrangements are available.

2.2.2 NEVADA shall permit collocation of any type of equipment used or useful for interconnection or access to Unbundled Network Elements, in accordance with the Act and sections 579 through 582 of the FCC's First Interconnection Order. Such equipment includes but is not limited to transmission equipment, such as optical terminating equipment and multiplexers, equipment for the termination of basic transmission facilities, Remote Switching Modules (RSM), and such additional types of equipment that may

be agreed to by the Parties or designated in future FCC or Commission rulings. CLEC will list all of its equipment and facilities that will be placed within the collocated space and the associated power requirements, floor loading and heat release of each piece on the physical collocation application form. If a request by CLEC to collocate is denied on the basis of the equipment to be installed by CLEC, NEVADA shall prove to the Commission that such equipment is not “necessary” as defined by the FCC for interconnection or access to unbundled network elements.

- 2.2.3 When NEVADA provides Physical Collocation, Virtual Collocation or both to CLEC, NEVADA shall provide an interconnection point or points, physically accessible by both NEVADA and CLEC, at which the cable carrying CLEC’s circuits can enter NEVADA’s premises, provided that NEVADA will designate interconnection points as close as reasonably possible to its premises. NEVADA will provide at least two such interconnection points at each NEVADA premise at which there are at least two entry points for NEVADA’s cable facilities and at which space is available for new facilities in at least two of those entry points. Upon request by CLEC, NEVADA will permit Physical Collocation of microwave transmission facilities, except where such Physical Collocation is not practical for technical reasons or because of space limitation, in which case NEVADA will permit Virtual Collocation of such facilities where technically feasible.
- 2.2.4 When providing Virtual Collocation, NEVADA will, at a minimum, install, maintain, and repair collocated equipment for CLEC within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of NEVADA; provided, if CLEC utilizes non-standard equipment or equipment not used by NEVADA at the same location, CLEC shall pay for (a) any special equipment NEVADA must purchase, and (b) the training of NEVADA personnel required for NEVADA to install or maintain such non-standard or special equipment.
- 2.2.5 NEVADA will make space available within or on its premises to CLEC and other requesting telecommunications carriers on a first-come, first-served basis, provided, however, that NEVADA will not be required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. To the extent possible, NEVADA will make contiguous space available to CLEC if CLEC seeks to expand an existing collocation space. When planning renovations of existing facilities or constructing or leasing new facilities, NEVADA shall take into account projected demand for collocation space. NEVADA may retain a limited

amount of floor space for NEVADA's own specific future uses for a time period up to one year on terms no more favorable to NEVADA than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use. NEVADA shall relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless NEVADA proves to the Commission that Virtual Collocation at that point is not technically feasible. NEVADA may impose reasonable restrictions on its provision of additional unused collocation space ("warehousing") as described in Section 586 of the First Interconnection Order to collocating telecommunications carriers, provided, however, that NEVADA shall not set a maximum space limitation on CLEC unless NEVADA proves to the Commission that space constraints make such restrictions necessary.

- 2.2.6 NEVADA will permit CLEC to collocate equipment and use such equipment to access unbundled Network Elements obtained from NEVADA and will not require CLEC to bring its own transmission facilities to NEVADA's premises in which CLEC seeks to collocate equipment for purposes of access to unbundled Network Elements.
- 2.2.7 NEVADA will permit CLEC to interconnect its network with that of another collocating telecommunications carrier at NEVADA's premises and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same premises provided that the collocated equipment is also used for interconnection with NEVADA or for access to NEVADA's Unbundled Network Elements. NEVADA will provide the connection between the equipment in the collocated spaces of two or more telecommunications carriers via EISCC and any necessary DCS or other equipment at the requesting competitive local carrier's expense, unless NEVADA permits one or more of the collocating parties to provide this connection for themselves. NEVADA need not permit collocating telecommunications carriers to place their own connecting transmission facilities within NEVADA's premises outside of the actual Physical Collocation space.
- 2.2.8 To ensure a smooth transition from current access services to EISCC, CLEC must provide forecasts of its future needs for EISCC capacity by location in advance of its desired transition date. Transferring CLEC interconnection from NEVADA's current access service transport or entrance facilities to EISCC will be accomplished within a mutually agreed-upon time frame.

- 2.2.9 NEVADA will permit CLEC to subcontract the construction of Physical Collocation arrangements with contractors approved by NEVADA, provided that NEVADA will not unreasonably withhold approval of contractors. Approval by NEVADA will be based on the same criteria NEVADA uses in approving contractors for its own purposes.
- 2.2.10 NEVADA shall provide an EISCC for intraoffice cross-connect as requested by CLEC at any transmission rate NEVADA has available, to meet CLEC's need for placement of equipment, interconnection, or provision of service at rates specified in Attachment 8.
- 2.2.11 Other than reasonable security restrictions described in Attachment 16, NEVADA shall place no restriction on access to the CLEC collocated space by CLEC's employees and designated agents. Such space shall be available to CLEC designated agents twenty four (24) hours per day each day of week. NEVADA will not impose unreasonable security restrictions at the premises. CLEC personnel may, with an escort provided by NEVADA, inspect equipment in a Virtual Collocation location upon and after installation.
- 2.2.12 CLEC shall have the right, at the point of termination for the EISCC, to assign which tie pair facilities and which channels on multiplexers, concentrators or other equipment under CLEC's control are used for service in the collocated space.
- 2.2.13 NEVADA shall allow CLEC to select its own vendors for all required engineering and installation services associated with its collocated equipment (e.g., NEVADA shall not require CLEC to utilize NEVADA's internal engineering or installation work forces for the engineering and installation of CLEC's collocated equipment). Installation of equipment in the collocated space must comply with NEVADA's Installation and Job Acceptance Handbook, which has been provided to CLEC.
- 2.2.14 CLEC may install monitoring equipment in the collocated space to carry performance, environmental, and security data back to CLEC's work center for analysis.
- 2.2.15 At CLEC's request, NEVADA shall provide POTS with a connection jack for the collocated space. Upon CLEC's request, this service shall be available at the CLEC collocated space on the day that the space is turned over to CLEC by NEVADA.

- 2.2.16 NEVADA shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for CLEC's space or equipment. These environmental conditions shall adhere to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards.
- 2.2.17 NEVADA agrees to negotiate requests by CLEC for diversity of fiber or power cabling on an individual case basis.
- 2.2.18 NEVADA shall protect as proprietary to CLEC all information provided by CLEC in requesting or maintaining a collocation arrangement. NEVADA shall not provide such information to any third parties and shall limit access to the information to NEVADA employees having a need to know.
- 2.2.19 NEVADA will complete a Environmental Health & Safety Questionnaire for each building that collocated space is provided in. CLEC may provide this questionnaire with its collocation request and NEVADA shall return it to CLEC no later than the first meeting between representatives of CLEC and NEVADA scheduled to discuss implementation of a collocation application, which generally shall be scheduled within thirty (30) days after CLEC's collocation request ("First Customer Implementation Meeting").
- 2.2.20 NEVADA shall provide CLEC with written notice five (5) business days prior to those instances where NEVADA or its subcontractors may be undertaking a major construction project in the general area of the collocated space occupied by CLEC or in the general area of the AC and DC power plants which support CLEC equipment. NEVADA will inform CLEC by telephone of any emergency related activity that NEVADA or its subcontractors may be performing in the general area of the collocated space occupied by CLEC or in the general area of the AC and DC power plants which support CLEC equipment. Notification of any emergency related activity shall be made immediately prior to the start of the activity so that CLEC can take any action required to monitor or protect its service.
- 2.2.21 NEVADA shall construct the collocated space in compliance with CLEC's collocation request and NEVADA's collocation standards for cable holes, ground bars, doors, and convenience outlets.
- 2.2.22 CLEC and NEVADA will complete an acceptance walk through of all collocated space requested from NEVADA . Exceptions that are noted during this acceptance walk through shall be corrected by NEVADA within five (5) days after the walk through. The correction

of these exceptions from the original collocation request shall be at NEVADA's expense. On a case-by-case basis NEVADA will compensate CLEC \$1,000 per day for the delay in cage turnover beyond the negotiated turnover date. This will only apply if NEVADA is negligent, and does not apply for any delays caused by a force majeure condition described in Section 14 of the Main Agreement.

2.2.23 NEVADA shall provide the following to CLEC no later than the first customer meeting:

2.2.23.1 Non-architectural drawings depicting the exact location and dimensions of the collocated space and any physical obstructions

2.2.23.2 NEVADA or Industry technical publication guidelines that impact the design of collocated equipment on NEVADA premises.

2.2.23.3 Work restriction guidelines.

2.2.23.4 Escalation process for the NEVADA representatives (names, telephone numbers, escalation order) for any disputes or problems that might arise pursuant to CLEC's collocation.

2.2.23.5 NEVADA contacts (name and telephone number) for the following areas:

2.2.23.5.1 Engineering

2.2.23.5.2 Provisioning

2.2.23.5.3 Physical and logical security

2.2.23.5.4 Billing

2.2.23.5.5 Operations

2.2.23.5.6 Site and/or Building Managers

2.2.24 NEVADA shall provide positive confirmation to CLEC when construction of CLEC Collocated space is underway. No later than the Second Customer Implementation Meeting, NEVADA shall notify CLEC of the scheduled completion and turnover dates, and shall provide CLEC the following:

2.2.24.1 Drawings depicting the exact path, with dimensions, for CLEC's outside plant fiber ingress/egress into CLEC space.

2.2.24.2 Power cabling connectivity information, including drawings, identifying the sizes and number of power feeders.

2.2.25 Power as referenced in this document refers to any electrical power source supplied by NEVADA for CLEC equipment or Network Elements. Power supplied by NEVADA will support Network Elements or CLEC equipment at equipment specific DC and AC voltages. At a minimum, the power supplied to CLEC, should be at parity with NEVADA. Where NEVADA performance, availability, restoration, etc. falls below industry standards, NEVADA shall bring itself into compliance with such industry standards as soon as technologically feasible. Where CLEC installs equipment requiring unique or additional power requirements, NEVADA will work with CLEC to accommodate such request at CLEC's expense.

2.2.25.1 Central office power supplied by NEVADA into the CLEC equipment area, should be supplied in the form of power feeders (cables) on cable racking into the designated CLEC equipment area. The power feeders (cables) should efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location should be as requested by CLEC. The number of feeder cables requested by CLEC, in order to provide maximum reliability to customers, is directly dependent upon the power requirements of the equipment and facilities collocated by CLEC. The number of feeder cables shall be determined by the manufacturer's recommendation as provided in equipment specifications.

2.2.25.2 NEVADA and CLEC will negotiate resolution of CLEC requests for specific size and amperage of power feed based on standard engineering practices.

2.2.25.3 NEVADA power equipment supporting CLEC's equipment shall:

2.2.25.3.1 Comply with applicable industry standards (Bellcore, NEBS, IEEE, etc.) for equipment

installation, cabling practices, and physical equipment layout;

- 2.2.25.3.2 Have redundant power feeds with physical diversity where practical and battery back-up at minimum at parity with that provided for similar NEVADA equipment;
 - 2.2.25.3.3 Provide central office ground to each CLEC collocated space via industry standard cable located within the CLEC collocated space at a level above the top of CLEC equipment +/- 2 feet to the left or right of CLEC's final request provided no structural or physical barrier prevents this from being accomplished, in which case the Parties will mutually agree on the ground location;
 - 2.2.25.3.4 Provide feeder capacity and quantity to support the ultimate equipment layout for CLEC equipment in accordance with CLEC's collocation request;
 - 2.2.25.3.5 Provide documentation submitted to and received from contractors for any contractor bids for any work being done on behalf of CLEC (this includes but is not limited to power supplies, and cage construction);
 - 2.2.25.3.6 Provide an installation sequence and access that will allow installation efforts in parallel without jeopardizing personnel safety or existing CLEC services;
 - 2.2.25.3.7 Provide power plant alarms that adhere to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-OP-000063; and
 - 2.2.25.3.8 Provide cabling that adheres to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-OP-000063.
- 2.2.25.4 NEVADA will provide CLEC with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will cause an outage or any type of power disruption to CLEC

equipment located in NEVADA facility. NEVADA shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC equipment.

2.2.25.5 NEVADA employees with keys to the collocation area will be permitted to enter the CLEC collocated space only during an emergency, or for annual compliance reviews of the work areas.

2.2.25.6 NEVADA shall ensure that the collocation equipment areas comply with all applicable fire and safety codes.

2.3 **Technical References.**

NEVADA shall provide Collocation in accordance with applicable published technical references.

3. **Applicability**

It is NEVADA'S position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

ATTACHMENT 11
PROVISIONING AND ORDERING

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PROVISIONING AND ORDERING

1. Network Deployment

Throughout the term of this Agreement, the quality of the technology, equipment, facilities, processes, and techniques (including, without limitation, such new architecture, equipment, facilities, and interfaces as NEVADA may deploy) that NEVADA provides to CLEC under this Agreement must be at least equal in quality to that provided by NEVADA to itself.

2. General Provisioning Requirements

- 2.1. Subject to the requirements of Attachment 6, CLEC may order Network Elements either individually or in any combination. Combinations consist of multiple Network Elements to enable CLEC to provide service in a geographic area or to a specific customer and that are placed on the same order by CLEC. To the extent that Combinations or Unbundled Network Elements are related and logically associated with one another, Combinations may be ordered with a single order.
- 2.2. Combinations shall be identified and described by CLEC in this Agreement, so that they can be ordered and provisioned together and shall not require the enumeration of each Network Element within that Combination on each provisioning order.
- 2.3. NEVADA shall provide all provisioning services to CLEC during the same business hours that NEVADA provisions similar services for its end user customers. Currently, those hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. PST. In the event NEVADA changes its hours of operations, NEVADA will notify CLEC of such change in writing. CLEC may request NEVADA to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If CLEC requests that NEVADA perform provisioning services at times or on days other than as required in the preceding sentence, NEVADA shall provide CLEC a quote for such services at rates set forth Attachment 8 of this Agreement. If CLEC accepts NEVADA's quote, NEVADA shall perform such provisioning services.
- 2.4. NEVADA's LSC is the Single Point of Contact (SPOC) for all ordering contacts and order flow involved in the purchase of Network Elements or Combinations. The SPOC shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering order flows at parity with that NEVADA provides to itself or affiliates. Currently, several systems are less than twenty-four (24) hours per day seven (7) days per week. These systems, without limitation, and their current hours, are as follows:

- 2.4.1. CESAR/CLEO, Monday through Friday 7 am to 11 PM, Saturday 7 AM through 5 PM
- 2.4.2. PREMIS, Monday through Saturday 6 AM through 11 PM
- 2.4.3. BOSS, Monday through Saturday 6 AM through 11 PM
- 2.4.4. SORD, Monday through Friday, 6 AM through 11 PM, Saturday 6 AM through 7 PM
- 2.4.5. Scheduled Maintenance, one Sunday per month
- 2.4.6. Scheduled changes to all systems, e.g., CESAR 7 PM every third Wednesday, etc.
- 2.5. The SPOC shall also provide to CLEC a toll-free nation-wide telephone number (operational during the same hours as NEVADA provides to its own end user customers, currently from 8:00 a.m. to 5:00 p.m., Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Local Service, Network Elements or Combinations. In the event NEVADA changes its hours of operations, NEVADA will notify CLEC of such change in writing.
- 2.6. NEVADA and CLEC shall mutually agree upon interface contingency and disaster recovery plans for the ordering and provisioning of Local Service, Network Elements or Combinations.
- 2.7. NEVADA will recognize CLEC as the customer of record of all Network Elements or Combinations ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC.

3. Specific Provisioning Process Requirements

- 3.1. Subject to Attachment 6, when CLEC orders the LSNE (either individually or as part of a Combination), CLEC may also obtain all currently deployed features and functions from the specified NEVADA switch. If CLEC requests a feature or function that is technically available but not deployed in a particular switch, NEVADA shall provide CLEC a quote pursuant to Section 1.6 of Attachment 6. If CLEC accepts the quote, NEVADA shall deploy the feature pursuant to the time frames and charges set forth in the quote. In the event that the Parties cannot agree on the deployment of, or price for such features CLEC may seek Alternative Dispute Resolution pursuant to Attachment 3 of the Agreement.

- 3.2. When requested by CLEC and at CLEC's option, NEVADA will schedule installation appointments (NEVADA employee dispatch) with NEVADA's representative on the line with CLEC's representative or provide CLEC access to NEVADA's scheduling system through a mutually agreed upon Electronic Interface. NEVADA will provide appropriate training to all NEVADA employees who may communicate, either by telephone or face-to-face, with CLEC customers. Such training shall instruct the NEVADA employees not to disparage or discriminate against CLEC, its products or services and shall comply with the branding requirements of this Agreement.
- 3.3. Upon request from CLEC, NEVADA will provide an intercept referral message for LSNE that includes any CLEC telephone number on the same basis as such service is available for similarly situated NEVADA customers, and NEVADA will provide directory updates at the next publication. This intercept referral message shall be approved by CLEC and shall be similar in format to the intercept referral messages currently provided by NEVADA for its own end-users.
- 3.4. NEVADA will provide CLEC with a Firm Order Confirmation (FOC) upon NEVADA's receipt of each accurate and complete electronically submitted order or reject for each order as specified in Attachment 17, Section A. The Parties agree to accurately define and determine the appropriate form of measurement to be added to Attachment 17, Section A. In the case of Network Elements or Combinations, the FOC must contain an enumeration of CLEC's ordered Network Elements or Combinations (and the specific NEVADA naming convention applied to that Network Element or Combination), features, options, physical interconnection, quantity, and NEVADA commitment date for order completion (Committed Due Date).
- 3.5. Upon completion of the order, NEVADA will provide CLEC electronically (unless otherwise notified by CLEC) with an Order Completion per order that states when that order was completed. NEVADA shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., Time and Cost charges) up to a previously agreed upon limit associated with that order.
- 3.6. For new Network Elements developed based on Section 1.6 of Attachment 6, the Parties will mutually agree on the testing to be used.
- 3.7. When CLEC electronically orders a Local Service, Network Element or Combination, NEVADA shall provide notification electronically of any instances when (1) NEVADA's Committed Due Dates are in jeopardy of not being met by NEVADA on any Network Element or feature contained in any order for Local Service, Network Elements or Combinations or (2) an order contains Rejections/Errors in any of the data element(s) fields.

Such notice will be made as soon as the jeopardy or reject is identified. When EDI is available and CLEC elects to place a manual order, NEVADA may notify CLEC of a jeopardy or reject condition via facsimile or telephone call to the CLEC contact identified on the order. In all cases, NEVADA shall concurrently indicate its new committed due date.

- 3.8. At CLEC's request, NEVADA will perform co-operative testing with CLEC (including trouble shooting to isolate any problems) to test Local Service, Network Elements or Combinations purchased by CLEC in order to identify any performance problems identified at turn-up of the service.
- 3.9. NEVADA shall inform CLEC if a customer action results in reassignment of an AIN trigger from a CLEC AIN application to some other service provider's application. Such notification shall be completed within twenty-four (24) hours of the action via electronic interface as described in the Account Maintenance requirements specified in this Attachment.
- 3.10. Testing of AIN based services in NEVADA's AIN test laboratory will identify feature interactions with existing switch-based or other types of services. NEVADA will provide CLEC with a list of feature interactions uncovered during testing of any services. Disclosure of feature interactions to CLEC's end user will be CLEC's sole responsibility.
- 3.11. NEVADA shall provision correct AIN triggers based on services ordered by CLEC on its provisioning order.

4. General Ordering Requirements

- 4.1. Upon CLEC's request through a Suspend/Restore Order for LSNE or a Combination containing LSNE, NEVADA shall suspend or restore the functionality of any Network Element or Combination to the extent technically feasible. NEVADA shall implement any restoration priority on a per Network Element or Combination basis in a manner that conforms with CLEC requested priorities and any applicable regulatory policy or procedures. The charges for a Suspend/Restore are set forth in Attachment 8.
- 4.2. NEVADA shall provide to CLEC the functionality of blocking calls (e.g., 900 or international calls) by line.
- 4.3. Subject to Section 271(e)(2)(B), when intraLATA presubscription is permissible in Nevada, when ordering a Local Switching Element, CLEC may order from NEVADA separate interLATA and intraLATA routing (i.e., 2 PICs where available) on a line.

- 4.4. As directed by CLEC, when CLEC orders a Network Element or Combination, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained, if directed by CLEC, without loss of feature capability and without loss of associated Ancillary Functions including, but not limited to, Directory Assistance and 911/E911 capability, unless technically infeasible.
- 4.5. When CLEC orders Network Elements or Combinations that are currently interconnected and functional, such Network Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality. This shall be known as Contiguous Network Interconnection of network elements. Rates to migrate such interconnection are set forth in Attachment 8.

5. Ordering Interfaces

- 5.1. NEVADA shall provide to CLEC an Electronic Data Interface (EDI) for transferring and receiving orders, FOCs, Service Completions, and other provisioning data and materials as set forth in Appendix A and at the rates set forth in Attachment 8. If NEVADA does not meet its scheduled date for deployment of EDI, CLEC may apply to the Commission to impose the most cost-effective and appropriate interim solution in an expedited proceeding.
- 5.2. When ordering a LSNE, subject to the implementation as set forth in Appendix A, CLEC's representatives will have real-time access to NEVADA customer information systems which will allow the CLEC representatives to perform the following tasks:
 - 5.2.1. Obtain customer service record, including customer name, billing and service address, billing telephone number(s), current participation in Voluntary Federal Customer Financial Assistance Program if available, Telephone Relay, and other similar services, and identification of NEVADA features and services subscribed to by customer;
 - 5.2.2. Obtain information on all features and services available, in end-office where customer is provisioned;
 - 5.2.3. Enter the order for the desired features and services;
 - 5.2.4. Provide an assigned telephone number (if the customer does not have one assigned). Reservation and aging of these numbers remain NEVADA's responsibility;

- 5.2.5. Establish the appropriate directory listing;
- 5.2.6. Provide service availability dates to the customer;
- 5.2.7. Provide information regarding dispatch/installation schedule, if applicable;
- 5.2.8. Order local, intraLATA toll and access to long distance service in a single, unified order;
- 5.2.9. Suspension, termination, or restoral of service where technically feasible.

6. NEVADA Provision of Information

- 6.1. NEVADA shall provide to CLEC upon request:
 - 6.1.1. A list of all services and features technically available from each switch that NEVADA may use to provide a Local Switching Element, by switch CLLI;
 - 6.1.2. A listing by street address detail, of the service coverage area of each wire center;
 - 6.1.3. All engineering design and layout information for each Network Element and Combination, in response to an order for the Network Element or Combination;
 - 6.1.4. A listing of all technically available functionalities for each Network Element or Combination, in response to an order for the Network Element or Combination; and
 - 6.1.5. As long as Pacific Bell remains the code administrator for NEVADA, Pacific Bell will provide notice of any NPA relief planning meetings so that CLEC may participate in those meetings to reach industry consensus on NPA code relief.

7. Order Format and Data Elements for Individual Network Elements and Combinations

- 7.1. In ordering Network Elements or Combinations, CLEC and NEVADA will utilize standard industry order formats and data elements developed by the Alliance for Telecommunications Industry Solutions (ATIS), including without limitation the Order and Billing Forum (OBF). Industry standards do not currently exist for the ordering of all Network Elements or

Combinations. Therefore, until such standard industry order formats and data elements are developed by the ATIS for a particular Network Element or Combination, CLEC and NEVADA will use the same format used between CLEC and Pacific Bell to address the specific data requirements necessary for the ordering of those Network Elements or Combinations. In the case where a format does not exist between CLEC and Pacific Bell, CLEC and NEVADA will mutually agree to the appropriate format to be used. There currently exist OBF formats for INP and the following Network Elements: Links, Ports, and Transport. When an ATIS standard or format is subsequently adopted, the Parties will use such standard or format in lieu of any standard or format set forth in this Attachment, unless the Parties mutually agree to continue to use the standard or format set forth herein.

- 7.2. CLEC and NEVADA shall use the same ordering and provisioning codes used between CLEC and Pacific Bell for each Network Element or Combination. In the case where ordering and provisioning codes do not exist between CLEC and Pacific Bell, CLEC and NEVADA will mutually agree upon the appropriate codes to be used. These codes shall be known as data elements.
- 7.3. Each order for a Network Element or a Combination will contain the following order-level sections, as defined by the OBF or as mutually agreed to by the Parties: Administration, Bill, Contact, and End User Information, e.g. Local Service Request (LSR) form, Access Service Request (ASR) form, End User Information (EU) form.
- 7.4. In the absence of an adopted industry standard, the Parties will mutually agree on the ordering vehicle, either ASR or LSR, based on the direction of the industry standards being developed, generally 90 days in advance of placing the first order. Currently, the LSR ordering standards and process seem to be in support of "customer-specific" elements, e.g., local loops whereas ASR ordering standards and processes are being used to support "network type" elements, e.g., interoffice transport.
- 7.5. When ordering a Network Element (individually or as part of a Combination), the interconnection and functionality internal to that Network Element will not be specifically ordered by CLEC and will automatically be provided by NEVADA. For example, when ordering the element DT (Dedicated Transport), the use of Digital Cross Connects that might be necessary to provide the connectivity between two interconnection locations will not be described on CLEC's order.
- 7.6. CLEC may purchase Network Elements either individually or in combinations. Combinations of Contiguous Network Elements can be ordered (i) on a case-by-case basis for those Network Elements that are

customer-specific; or (ii) on a common-use basis for those Network Elements that are shared by multiple customers.

- 7.7. When ordering either customer-specific or common-usage Combinations, CLEC may specify the functionality of that Combination without the need to specify the configuration of the individual Network Elements needed to perform that functionality. For example: CLEC may also choose to purchase from NEVADA a loop and switching Combination which would be comprised of the Network Elements Local Loop and Local Switching. This Combination would allow CLEC to purchase switching features (such as CLASS features) and functionalities on a per-customer basis.

8. Performance Requirements

- 8.1. Provisioning Intervals: Basic and Assured Links are provided within the same period of time NEVADA provisions its like exchange service in the same area using similar facilities requiring field work (wiring) in most cases. When available, ISDN/xDSL Links and 4-wire Digital Links will have intervals identical to the intervals for NEVADA's provisioning of its like services. Intervals for a project (7 or more lines to a single end user MPOE on a single service request) are established on a negotiated interval basis between CLEC and NEVADA's Local Service Center (LSC).
- 8.2. Local Interconnection and Local Switching trunks (associated with Options A, B and C) will be provided in the same interval as offered for switched access (FG-B & FG-D) trunks.
- 8.3. LIDB/800 database access (DB) is provided on a per call basis with appropriate SS7 interconnection. No additional interval is required.
- 8.4. Standard Service Coordination. Link Service will be provided on the due date and, if requested, will be provided during a 4-hour window (either 8 a.m. to 12 p.m. or 1 p.m. to 5 p.m.), on a single service request. The disconnection of service on a line to the connection of the Link to the CLEC collocation arrangement or transport is 5 minutes per link. Additional service coordination is charged as additional labor billing as set forth in Attachment 8 of this Agreement. Links are normally provisioned from 8 a.m. to 5 p.m. Monday through Friday.

Project Service Coordination. The following coordination procedures apply only to Basic Links ordered as a project (7 or more lines to a single end user MPOE on a single service request, or 7 or more lines to a single end user customer at multiple MPOE locations where cutover coordination is related): On each Link order in a Wire Center, CLEC will contact NEVADA and the Parties will agree on a cutover time at least two business days before that cutover time. The cutover time will be defined

as a half (1/2) hour window (normally provisioned from 8 a.m. to 5 p.m. Monday through Friday), within which both the CLEC and NEVADA personnel will make telephone contact to begin the cutover activity. Coordination for Basic Links meeting the definition of a project (in this paragraph) will be provided by the Parties at no charge unless NEVADA incurs additional costs to accommodate CLEC's request.

Within the appointed half (1/2) hour cutover time, the CLEC person will call the LOC and when the LOC is reached in that interval such work will begin. If the CLEC person fails to call or is not ready within the appointed interval and if CLEC had not called to reschedule the work at least two hours prior to the start of the interval, CLEC and NEVADA will reschedule the work order on a mutually negotiated basis and CLEC will pay the Service Date Change charge as set forth in Attachment 8 of this Agreement to reschedule the appointment.

If the LOC is not available or not ready when the CLEC person calls during the half (1/2) hour interval, NEVADA will not bill the Service Date Change charge for the Link or Links scheduled for that interval and will reschedule the installation on a mutually negotiated basis. The standard time expected from disconnection of service on a line to the connection of the Link to the CLEC collocation arrangement or transport is 5 minutes. Delays caused by the customer are the responsibility of CLEC.

- 8.5. If CLEC has placed an order for Unbundled Network Elements or combinations thereof and subsequently cancels the order, Nevada will bill CLEC cancellation charges according to the work that has been performed by Nevada, as set forth in Attachment 8 of this Agreement.
- 8.6. Once an order for Local Service, Network Elements, or combinations of Network Elements has been issued by CLEC and CLEC subsequently requires a new due date the Service Date Change charge as set forth in Attachment 8 of this Agreement shall apply.
- 8.7. CLEC and NEVADA will agree to mutual escalation procedures and contacts. Each Party shall notify the other Party of any modifications to these contacts within one (1) week of such modifications.
- 8.8. When CLEC requests shorter than standard intervals, i.e. expedites, on a case-by-case-basis, CLEC will pay for all additional costs for performance in excess of NEVADA's intervals for comparable services at rates as set forth in Attachment 8 of this Agreement. NEVADA agrees to charge CLEC for such services comparable with how NEVADA treats its own end user customers.

Table A PROVISIONING INTERVALS FOR UNE

9. Provisioning Intervals

Where comparable retail products or services exist in NEVADA, NEVADA will report provisioning performance monthly as defined in Attachment 17, Parity of Service Performance (these measures will be reflected in Attachment 17 within 30 days of the first order for UNE). Where a comparable retail product or service does not exist, the stated or ICB interval will be used.

UNE	Comparable Measure	Interval
LOOP		
Basic Exchange		5 bd
Business	<ul style="list-style-type: none"> • Fieldwork Resale/Retail Business Access Line New Install 	4bd
Residence	<ul style="list-style-type: none"> • Fieldwork Resale/Retail Residence Line New Install 	4bd
Four Wire ISDN	<ul style="list-style-type: none"> • Voice grade private line - retail • BRI ISDN - Retail w/o design (currently available with Centrex only) • PRI ISDN & BRI w/ design - Retail 	8bd 5bd after loop qualification 15bd after AE & customer coordinate 8bd
DS1	<ul style="list-style-type: none"> • DS1 HICAP - Retail 	
LOCAL SWITCHING		
Local Switch Port		Next Available
Business	Non-Fieldwork Resale/Retail Business Access Line New Install	2bd
Residence	Non-Fieldwork Resale/Retail Residence Line New Install	<2bd
Local Switch Trunks (Opt A, B, or C)	Switch Access FG B&D	12bd
LSNE Opt A	Stated Interval (per central office) Project-specific interval	45days ICB
LSNE Opt B&C		
DIRECT TRANSPORT		
DS0, DS1,	New Install Retail DS0, DS1, Dedicated Line	DSO 8bd DS1
STS-1, DS3	New Install Retail STS-1, DS3, Dedicated Line	10-12bd
SIGNALING SYSTEMS		
SS7 Port	New Install of a SS7 Port including Screening - Project Specific Interval	Project Specific
SIGNALING LINKS		
SS7 Transport	New Install of a SS7 A or D Link	28bd

UNE	Comparable Measure	Interval
DATABASE		
LIDB/800 Database Access	If SS7 interconnection is established with LIDB/800 query access, no additional interval is required. If SS7 interconnection is established and LIDB/800 was part of the original questionnaire, then a translation only order will apply; if not included, then the SS7 Port interval will apply.	23bd
TANDEM SWITCHING		
Tandem Switching - Trunks (TS Standard) TS Option 1&2 TS Option 3	Switched Access FGB and FGD Trunk Order Interval if Tandem Configuration is in place Stated Interval Project specific interval	6wks 60 days30 days Project Specific

10. Account Maintenance

NEVADA and CLEC agree to the following account maintenance procedures:

10.1 OUTPLOC Transaction Feed

OUTPLOC means when a CLEC Local Service or LSNE changes from CLEC local exchange service to another local exchange carrier. NEVADA will notify CLEC using a 4205 or a mutually agreed-upon CARE-like electronic record, as required to meet OBF standards, when a customer changes from CLEC Local to a new Local Service provider. NEVADA will provide 4205 or a mutually agreed-upon CARE-like record as required to meet OBF standards six days a week, Monday - Friday (Saturday (when change activity occurs), via the CONNECT:Direct interface. Electronic records will be sent within twenty-four (24) hours of the switch being provisioned for the customer change. CLEC understands that NEVADA may send other CARE-like electronic records on CLEC Local customers based upon mutual agreement of the Parties.

10.2 Change Request Implementation

NEVADA will cease billing CLEC effective as of the date of the customer's change request. If there is a delay in NEVADA's implementation of the customer's change request, NEVADA will issue a credit to CLEC for any amounts billed to CLEC with respect to that customer following the date of the customer's change request.

- 10.3 Use of Service Order for PIC-only Change
When a an CLEC Local Customer contacts CLEC Local only to request a change of Primary Interexchange Carrier (PIC) from one IEC to another IEC, NEVADA will accept the PIC-only change request from CLEC local on the current service order feed. NEVADA will charge its current tariffed rate applicable to PIC-only changes.
- 10.4 IEC PIC Change Request
NEVADA will not accept a PIC change request from a Long Distance carrier for CLEC Local customers. NEVADA will return such requests to the IEC indicating CLEC's Operating Company Number (OCN) utilizing an industry standard CARE-like electronic record.

OPERATION SUPPORT SYSTEMS

1. Preordering

1.1 Transaction-Based Information Exchange

The Parties agree that preordering information exchange will be transmitted over the same interfaces according to the same content definition for both resold NEVADA services and those provided using UNE.

1.2 Initial Systems

Prior to implementation of EDI, CLEC will utilize various manual methods, or mechanized methods as the Parties shall mutually agree, of preordering information exchange. The manual methods will include monthly diskettes, facsimile, and/or telephone.

1.3 Long Term Systems

Subsequent to Pacific Bell's implementation of EDI and thirty (30) days after request from CLEC, NEVADA will implement the transaction of preorder information to CLEC via that same network interface and in accordance with the same format content agreed to between CLEC and Pacific Bell. The EDI will be used to perform inquiries, including inquiries for Switch/Feature Availability, Address Verification, Telephone Number Assignment, Appointment Scheduling, and Customer Service Record requests.

CLEC and NEVADA will translate preordering data elements used in their internal processes into the agreed upon formats, for Electronic Data Interchange (EDI).

2. Ordering and Provisioning

2.1 CLEC Resells NEVADA Telecommunications Service(s)

The exchange of information relating to the ordering and provisioning of local service, when CLEC is the customer of record for the resold service(s), will be based on the most current industry order formats and data elements developed in the ATIS/Ordering and Billing Forum (OBF).

2.1.1 Initial Systems

In the event that an EDI interface has not been deployed prior to CLEC's intent to enter the NEVADA market, within 30 days of a written request from CLEC, NEVADA will provide CLEC the ability to order appropriate resale services with the Electronic Interface known as Resale Mechanized Interface/Network Data Mover (RMI/NDM) for transmitting and receiving Service Requests and related information such as Firm Order Confirmations (FOC, Jeopardies, Rejects, and Completions) using the same file formats, record layouts and network interfaces in place between CLEC and Pacific Bell. CLEC and NEVADA will develop a mutually agreeable schedule for transmissions throughout the day using the CONNECT: Direct protocol.

For the ordering of products not supported by RMI/NDM, NEVADA will provide CLEC with other technologies mutually agreed to by the Parties.

2.1.2 Long Term Systems

NEVADA agrees to upgrade the ordering information exchange mechanism according to the Telecommunications Industry Forum (TCIF) for Electronic Data Interchange (EDI) agreed to by CLEC and Pacific Bell. CLEC and NEVADA mutually agree that the information exchange will be forms based, including the use of the Local Services Request (LSR) Form, the End User Information Form and the Resale Information Form developed by the OBF. CLEC and NEVADA will use a mutually agreeable X.25 or TCP/IP based transport network for exchange of transactions. CLEC and NEVADA will translate ordering and provisioning requests originating in their internal processes into agreed upon formats and EDI transactions. Implementation dates are based solely on Pacific Bell's schedule and will be implemented by the applicable "Start Date" specified on Exhibit 1 of Appendix A to this Attachment.

2.2 CLEC Provides Service Using NEVADA Unbundled Network Elements

2.2.1 Initial Systems

CLEC and NEVADA will use two types of orders, an Infrastructure Provisioning order and a Customer Specific Provisioning order to order and provision Network Elements and Combinations.

The Infrastructure Provisioning Footprint order notifies NEVADA of the commonly used (across CLEC Retail Customers) Network Elements and Combinations that CLEC will require, and identifies the geographic area CLEC expects to serve through the Network Elements and Combinations ordered. NEVADA and CLEC will utilize the same ordering process and forms used for Exchange Access products as is agreed to between CLEC and Pacific Bell. If no process exists between CLEC and Pacific Bell, CLEC and NEVADA will mutually agree to adopt a process until the ATIS/OBF has adopted an acceptable alternative method. In addition NEVADA will accept a modified version of the Translation Questionnaire (TQ) adopted by the OBF. The modified TQ will be sent to NEVADA, and NEVADA will modify the routing tables for its end offices to accommodate the treatment of customer calling associated with the combination of Network Elements and Combinations that CLEC is employing to deliver service. CLEC will provide the Infrastructure Footprint Order and all associated ASR forms. NEVADA will accept delivery of the Infrastructure Provisioning Forms through the ASR process.

The customer specific provisioning order will be based upon OBF LSR Forms. NEVADA agrees that the information exchange will be forms based using the Local Service Request Form, End User Information Form, Loop Element Form (formerly Loop Service form), and Switch Element Form (formerly Port Form) developed by the OBF. Such customer specific elements include, but are not limited to, the customer loop, the network interface device, the customer dedicated portion of the local switch, and any combination thereof.

For ordering of products not supported by Electronic Data Interface, NEVADA will provide CLEC with other technologies mutually agreed to by the Parties.

2.2.2 Long Term Systems

NEVADA agrees to upgrade the ordering information exchange mechanism according to the Telecommunications Industry Forum (TCIF) for Electronic Data Interchange (EDI) for the Customer Specific Provisioning orders agreed to by CLEC and Pacific Bell. CLEC and NEVADA mutually agree that the information exchange will be forms based. CLEC and NEVADA will use a mutually agreeable X.25 or TCP/IP based transport network for exchange of

transactions. CLEC and NEVADA will translate ordering and provisioning requests originating in their internal processes into agreed upon formats and EDI transactions. Implementation dates are based solely on Pacific Bell's schedule and will be implemented by the applicable "Start Date" specified on Exhibit 1 of Appendix A to this Attachment.

2.3 Batch Data Exchange

Unless another mutually agreed to alternative exists between NEVADA and CLEC, CLEC will use the same types of orders as it uses with Pacific Bell for Batch Data Exchange.

3. Testing and Acceptance

CLEC and NEVADA agree that no interface will be represented as either generally available or as operational until end-to-end functionality testing, as agreed to in a Joint Implementation Agreement or other mutually acceptable document are completed to the satisfaction of both Parties. The Parties agree to meet 30 days prior to the start of Network Validation Testing to plan, schedule and coordinate test scenarios and contacts related to test activities. The intent of the end-to-end functionality testing is to establish, through the submission and processing of test scenarios, that transactions agreed to by CLEC and NEVADA will successfully process, in a timely and accurate manner, through both Parties' support of OSS as well as the interfaces. CLEC will provide load forecasts by transaction type. NEVADA will provide documentation to assure the ability to handle the expected load, such as system simulation models. The testing will include the use of mutually agreeable test transactions, designed to represent no less than 95 percent of the transaction types that CLEC expects to send and receive through the interface undergoing end-to-end testing. In addition, CLEC and NEVADA will establish either a mutually agreeable testing environment or an audit process sufficient to demonstrate that the interfaces established between CLEC and NEVADA have the capability and capacity to exchange busy period transaction volumes reasonably projected to occur during the forward-looking twelve month period following implementation of the interface. The test environment or audit process, which ever is utilized, must validate that NEVADA can accept and process the anticipated busy period load without degradation of overall end-to-end performance of the information exchange delivered to CLEC even when other CLC transactions are simultaneously processed by NEVADA. Before testing begins, the Parties will mutually agree upon testing entrance and exit criteria.

4. Joint Implementation Agreement Development

CLEC and NEVADA recognize that this Attachment is not sufficient to fully resolve all technical and operational details related to the interfaces described. Therefore, CLEC and NEVADA agree to conform and comply with the technical and operational details documented in any applicable Joint Implementation

Agreement between Pacific Bell and CLEC. The JIA will be amended to include unique NEVADA conditions such as testing strategies, test dates, amended tests, test period, etc. The Parties agree to document the unique NEVADA conditions for additional technical and operational details in the form of a Joint Implementation Agreement (JIA). The JIA's for each interface will become a legally binding addendum to this Attachment. These JIA's may be modified over the course of this Agreement without subjecting the balance of the Agreement to re-negotiation or modification. Both Parties further agree that any technical, operational or implementation issues, once identified at the working team level, may be escalated by the initiative of either Party thirty (30) days after an issue is identified if no plan for resolution has been agreed to. The escalation will proceed first to the senior management of each company who will seek to resolve the issue. If an issue is not resolved within thirty (30) days following receipt of the issue by senior management, either Party may submit the issue to the dispute resolution procedures of Attachment 3 for binding resolution. In addition, CLEC and NEVADA will document both a topical outline for the JIAs as well as establish a schedule for identifying, discussing, resolving and documenting resolution of issues related to each aspect of the JIA topical outline for each interface discussed in this document. In no case, will either end-to-end integrity testing or load testing begin without both Parties mutually agreeing that each interface JIA documents the intended operation of the interface scheduled for testing. Any issues identified and subsequently resolved through either the end-to-end integrity or load testing processes will be incorporated into the impacted interface JIA within thirty (30) days of issue resolution. System databases and information interfaces described in this Agreement will permit CLEC to have parity access to NEVADA's operating systems as NEVADA enjoys.

5. Applicability

It is NEVADA'S position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

OPERATION SUPPORT SYSTEMS
IMPLEMENTATION DATES
(INITIAL SYSTEMS)

<u>PROCESS</u>	<u>INITIAL SYSTEMS</u>	<u>START DATE</u>
<u>Ordering</u>		
Total Services Resale	RMI/NDM	within 30 days of a written request from CLEC
Interim Number Portability	CESAR prior to 12/31/97	Currently Available
Network Elements • Customer Specific	CESAR prior to 12/31/97	Currently Available

OPERATION SUPPORT SYSTEMS IMPLEMENTATION DATES
(LONG TERM SYSTEMS)

<u>PROCESS</u>	<u>LONG TERM SYSTEMS</u>	<u>START DATE</u>
<u>Ordering</u>		
Total Services Resale	EDI	Upon implementation at Pacific Bell
Interim Number Portability	EDI	Upon implementation at Pacific Bell*
Network Elements	EDI	Upon implementation at Pacific Bell*
<ul style="list-style-type: none"> • Customer Specific 		
<ul style="list-style-type: none"> • Infrastructure/Network • Set Up 	ASR/NDM	Upon implementation at Pacific Bell
<u>Pre-Ordering</u>		
All Resale All Network Elements	EDI	Upon implementation at Pacific Bell

* However, if the long term system has not been made available by January 2, 1998, CLEC may, at any time, apply to the Commission to impose the most cost-effective and appropriate interim solution in an expedited proceeding.

ATTACHMENT 12
MAINTENANCE

MAINTENANCE

1. NEVADA shall provide repair, maintenance, testing and surveillance for all Local Services and Unbundled Network Elements and Combinations in accordance with the terms and conditions of this Attachment.
2. NEVADA and CLEC shall mutually agree on appropriate maintenance standards for all Local Services and Unbundled Network Elements and Combinations ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available. Such maintenance standards shall be set forth in Attachment 17 to this Agreement.

3. **Maintenance and Repair Functions**

- 3.1. **Initial Electronic Bonding Interface Functions**

NEVADA will put in place a real time electronic system-to-system interface EBI, consistent with ATIS industry standards, to enable CLEC to perform any necessary maintenance and repair functions, including the ability to enter a new trouble ticket into the NEVADA maintenance system for an CLEC Customer; the ability to retrieve and track current status on all CLEC Customer repair tickets; the ability to schedule maintenance appointments by day and time on a real-time basis and the ability to verify that the trouble has been resolved by work completed on the Customer's premises to the Minimum Point of Entry (MPOE) (collectively "EBI Functions"). Deployment of EBI within NEVADA will be no later than thirty (30) days after CLEC's request for deployment, provided that such request shall be made subsequent to any EBI deployment within PACIFIC's territory or January 2, 1998, whichever is later. Prior to implementation of EBI, NEVADA will offer CLEC the use, at CLEC's option, of two interim interfaces for the performance of EBI Functions: (i) an 800 number and (ii) access to Pacific Bell's Service Manager (PBSM) system when available in NEVADA. NEVADA will structure these interim interfaces so that CLEC will be able to perform all EBI Functions on an interim basis using the 800 number and the majority of the EBI using PBSM.

- 3.2. **Additional Maintenance Functions**

Prior to the development of ATIS standards for adding to EBI (a) the ability to retrieve MLT results, (b) the ability to retrieve "Dispatch In-Dispatch Out" codes, and (c) the ability to retrieve all applicable time and material charges at the time of ticket closure (itemized by customer for each repair incident to show time spent, nature of trouble, how trouble

was resolved, charges for individual items such as materials, if any, and total charges) (collectively "Maintenance Functions"), NEVADA and CLEC will mutually agree on a process to accomplish CLEC's request, if a process is not already deployed in Pacific Bell's territory, for the Maintenance Functions on an interim, pre-EBI basis, and the cost, if any, to provide the Maintenance Functions.

4. EBI Implementation

- 4.1. Maintenance and repair information exchange relating to all Local Services, Network Elements and Combinations provided under this Agreement will be transmitted over the same platform and network interface according to the same content definition implemented between CLEC and Pacific Bell. CLEC and NEVADA will, for the purpose of exchanging fault management information, establish an EBI, based upon ANSI standards T1.227-1995 and T1.228-1995, and Electronic Communication Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents. The Parties agree to adopt for EBI the functions currently implemented for reporting access circuit troubles. These functions include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification and Cancel Trouble Report, all of which are fully explained in clauses 6 and 9 of ANSI T1.228-1995.
 - 4.2. CLEC and NEVADA will exchange requests over the same network established between CLEC and Pacific Bell. CLEC and NEVADA will translate maintenance requests or responses originating in their internal processes into the agreed upon attributes and elements. Both will be in accordance with those agreed to between CLEC and Pacific Bell. Changes to Network Operations Forum (NOF), ECIC or T1M1 standards, to the extent local service maintenance and repair are affected, will be implemented based upon a mutually agreeable schedule, but in no case will the time for adoption, including testing of the changes introduced, extend more than thirty (30) days beyond the date of implementation of the same standards by Pacific Bell.
5. In the event a NEVADA employee misses a scheduled repair appointment on behalf of CLEC, NEVADA will notify CLEC within one (1) hour of the missed appointment, either by EBI or by telephone.
 6. NEVADA technicians shall provide repair service to CLEC Customers that is equal in quality to that provided to NEVADA customers. Trouble calls from CLEC shall receive response time priority that is at least equal to that of NEVADA customers and shall be handled on a first-come, first-served basis

regardless of whether the customer is an CLEC Customer or a NEVADA customer. Prior to EBI, CLEC may ask NEVADA to reprioritize a an CLEC customer trouble report among CLEC's other customer trouble reports and NEVADA will reprioritize CLEC's various customer reports as requested by CLEC, if possible.

7. NEVADA shall provide CLEC with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Local Services, Network Elements and Combinations provided to CLEC under this Agreement that it currently provides for the maintenance of its own network. NEVADA shall provide CLEC at least ten (10) business days advance notice of any scheduled maintenance activity which may impact CLEC Customers, when such activity is scheduled 10 or more days in advance. For maintenance activity scheduled less than 10 days in advance, NEVADA will notify CLEC as soon as the activity is scheduled. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, major equipment replacements and cable rolls. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed, and estimated number of work hours for completion.
8. NEVADA shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by NEVADA on any Network Element, including, without limitation, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC Customers. NEVADA shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that NEVADA shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.
9. NEVADA shall provide CLEC with a detailed description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) procedures for prompt notification to CLEC of the existence, location, and source of any emergency network outage potentially affecting a an CLEC Customer, as defined in Appendix A to this Agreement, via the EBI to be established pursuant to Sections 3 and 4; (ii) establishment of a Single Point of Contact responsible for initiating and coordinating the restoration of all Local Services and Network Elements or Combinations; (iii) methods and procedures to provide CLEC with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) methods and procedures for reprovisioning of all Local Services and Network Elements or Combinations after initial restoration; (v) equal priority, as

between CLEC Customers and NEVADA customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (vi) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and updated as needed. NEVADA shall notify CLEC, within one hour, if possible, of all Category I Equipment and/or facility failures affecting CLEC customer service as itemized in Pacific Bell reference S.I. 131, as amended from time to time. A copy of the relevant portion of S.I. 131 in effect on the effective date of this Agreement is attached as Appendix A.

10. NEVADA and CLEC shall establish mutually acceptable methods and procedures for referring callers to the 800/888 number supplied by the other Party for purposes of receiving misdirected calls from customers requesting repair.
11. NEVADA's Local Operations Center (LOC) shall conform to the performance and service quality standards set forth in Attachment 17 when providing repair and maintenance to CLEC and CLEC Customers under this Agreement.
 - 11.1. If service is provided to CLEC Customers before EBI is established between CLEC and NEVADA, CLEC will transmit its repair calls to the NEVADA LOC by telephone.
 - 11.2. LOC, and Electronic Bonding, once deployed, shall be on-line and operational and the interim interfaces described in Section 3 preceding shall be operational twenty-four (24) hours per day, seven (7) days per week.
 - 11.3. Progress reports and status of repair efforts shall be available to CLEC through EBI. On an interim basis before implementation of EBI, NEVADA shall provide progress reports and status of repair efforts to CLEC via an 800 number supplied by NEVADA or PBSM, when available in NEVADA, at CLEC's option.
 - 11.4. Within thirty (30) days after the execution of this Agreement, NEVADA shall provide CLEC with written escalation procedures to be followed if, in CLEC's reasonable judgment, any individual trouble ticket or tickets are not resolved in a timely manner. Resolution shall be deemed untimely if delayed beyond NEVADA's best practices for resolution of troubles reported by NEVADA's own customers.
 - 11.5. In the event NEVADA shall fail to conform to the performance standards in Attachment 17, CLEC may request, and NEVADA shall perform an analysis of the reason behind NEVADA's failure to conform, and NEVADA

shall correct said cause as soon as reasonably practical, at its own expense.

- 11.6. Maintenance charges for premises visits by NEVADA technicians shall be billed by CLEC to its Customer, and not by NEVADA. All forms, business cards or other materials furnished by NEVADA technicians to CLEC Customers will contain no brand. If the CLEC Customer is not at home when the NEVADA technician arrives, the NEVADA technician shall leave on the premises "not-at-home" cards that are unbranded but include a contact number for CLEC. The NEVADA technician will not leave on the premises a NEVADA-branded "not-at-home card".
- 11.7. Dispatching of NEVADA technicians to CLEC Customer premises shall be accomplished by NEVADA pursuant to a request received from CLEC.
12. It is NEVADA'S position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

CATEGORY I

EQUIPMENT AND/OR FACILITY FAILURES AFFECTING CUSTOMER SERVICE.

Types of Customer
Service Quality
Failure Reports
and Criteria

CATEGORY I BROADBAND

- Frame Relay - A failure of one or more channelized T1 carrier systems or two or more non-channelized T1 carrier systems.

CATEGORY I NARROWBAND

- 5 T1 carrier systems (120 or more voice grade channels) failure.
- 500 or more voice grade radio channels failure.
- A community isolation.
- E911
- A transport equipment failure that isolates a central office from the E911 network. (Local switch to the tandem e.g. DACS, OC12, DEXCS failure, etc.)
- A transport equipment failure that isolates a Public Safety Answering Point (PSAP) from the E911 tandem.
- A transport equipment failure that results in the loss of 25% or more of the trunks/circuits (aggregate) from an E911 tandem to the PSAPs served by that tandem.

CATEGORY I CABLE

- Local - 200 or more working pairs are affected.
- Toll - 120 or more interoffice trunks are affected.
- Fiber - Any working fiber providing customer service that fails without protection.
- E911
- A transport cable failure that isolates a central office from the E911 network. (Local switch to the E911 tandem)
- A transport cable failure that isolates a PSAP from the E911 tandem.
- A transport cable failure that results in the loss of 25% or more of the trunks/circuits (aggregate from an E911 tandem to the PSAPs served by that tandem.

CATEGORY I

EQUIPMENT AND/OR FACILITY FAILURES AFFECTING CUSTOMER SERVICE.

CATEGORY I SWITCHING MACHINES

- Any switch congestion that results in 40% or more dial tone delay lasting 15 minutes or longer.
- Complete loss of inward and/or outward call processing capability from a central office lasting 5 minutes or longer.
- Any service interruption resulting in 50 or more customer reports.
- A duplex connectivity failure to the SS7 network, e.g. MSB7/LPP frame, link set, CNI, etc.
- Loss of interoffice calling from more than 10 minutes.
- An FYI report should be filed anytime a central office has been on battery power >30 minutes, when it is not part of a routine test.
- E911
- A central office isolated from the E911 network for 15 minutes or longer.
- Loss of 25% or more of the trunking capability from an E911 tandem to the PSAPs it serves for 15 minutes or longer (e.g. translations, trunk frame failure, etc.).
- A PSAP isolation from the E911 network for 15 minutes or longer (e.g. translations, trunking problem, etc.)

CATEGORY I COMMUNITY ISOLATION

- A community isolation occurs when no incoming or outgoing toll service is available and the community is cut off from the outside world by rural geography. A central office failure within a metropolitan area is not considered a community isolation since the community can more easily reach phone service in the adjacent central office serving area.

CATEGORY I MEDIA INTEREST

- Any interruption or outage that may cause public or news media attention.

CATEGORY I TANDEM/TOPS

- Failures or potential loss of call completions/processing.
- Failures affecting Operator Service capabilities.

CATEGORY I SS7

- Loss of mated pair of STP or SCP. Any SS7 failure causing 50 customer reports from a single central office or 100 customer reports from several central offices within a maintenance center.

CATEGORY I PUBLIC SAFETY/SERVICE AGENCIES

- Federal Government, equipment or facility affecting 5 or more military special communications, isolations of FAA location or air ground facilities.
- State and local agencies interruptions seriously affecting service to police, fire departments, hospitals, press, military, and PBSs.

ATTACHMENT 13
CONNECTIVITY BILLING AND RECORDING

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Appendix A:

Pre-Bill Certification Operating Agreement

Appendix B:

Schedule For Agreement on Specifications for Electronic
Transmission and Start Date for Implementation of
Transmission Method

CONNECTIVITY BILLING AND RECORDING

1. **General**

This Attachment describes the requirements for NEVADA to bill and record all charges CLEC incurs for purchasing Local Services for resale and for Network Elements and combinations, and describes the requirements for NEVADA and CLEC to bill and record all charges incurred to provide Meet Point Billing and Mutual Compensation. In addition to the terms and conditions set forth in this Attachment 13, CLEC and NEVADA will use their best efforts to complete and sign a Pre-Bill Certification Operating Agreement by June 30, 1998 at CLEC's request, which, when executed by both Parties, will signify the completion of the project plan to develop a working Pre-Bill Certification process to ensure the accuracy and timeliness of billing prior to the issuance of the bill to CLEC and will become Appendix A to this Attachment 13. The performance measurements applicable to Connectivity Billing and Recording are set forth in Attachment 17.

2. **Billing Format**

NEVADA shall provide billing for Unbundled Network Elements, Combinations, and local resale in the same electronic format as provided by Pacific Bell pursuant to the CLEC/Pacific Bell Interconnection Agreement and as may be modified from time to time.

2.1 Each Party agrees to deliver billing information in a format based on industry standards implemented by CLEC and Pacific Bell.

3. **Billable Information And Charges**

3.1 NEVADA will bill and record in accordance with this Attachment those charges CLEC incurs as a result of CLEC purchasing from NEVADA Network Elements, Combinations and Local Services, as set forth in this Agreement (hereinafter "Connectivity Charges"). The Parties agree that, except as expressly provided in this Attachment, CABS or predecessor billing systems will comply with OBF standards.

3.2 Each bill for Connectivity Charges (hereinafter "Connectivity Bill") shall be formatted in accordance with CABS, CRIS or FABS, as appropriate. Each Element, Combination, or Local Service, purchased by CLEC shall be assigned a separate and unique billing code in the form agreed to by the Parties and such code shall be provided to CLEC on each Connectivity Bill in which charges for such Elements, Combinations, or Local Services appear. Each such billing code shall enable CLEC to identify the Element(s), or Combinations and Options as described in Attachment 11 to this Agreement ordered by CLEC, or Local Services ordered or utilized

by CLEC in which Connectivity Charges apply pursuant to this Agreement. Each Connectivity Bill shall set forth the quantity and description of each such Element, Combination, or Local Service provided and billed to CLEC. All Connectivity Charges billed to CLEC must indicate the state from which such charges were incurred.

- 3.3 NEVADA shall provide CLEC monthly Connectivity Bills that include all Connectivity Charges incurred by and credits and/or adjustments due to CLEC for those Elements or Combination thereof, ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Connectivity Bill provided by NEVADA to CLEC shall include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments.
- 3.4 The Bill Date, as defined herein, must be present on each bill transmitted by NEVADA to CLEC.
- 3.5 Subject to Section 3.5.3, 3.5.4 and 3.5.5, NEVADA shall not provide any Connectivity Bills to CLEC having a Bill Date any later than the following dates:
 - 3.5.1. Ninety (90) days following the recording date for all resale usage and LSNE usage, except for calls requiring data exchange with third party carriers, e.g., intraLATA O+ calls made within another state, which calls are subject to Section 3.5.2.
 - 3.5.2. One hundred and twenty (120) days following the recording date for calls requiring data exchange with third-party carriers.
 - 3.5.3. For all other Network Elements, Combinations and all Non-Usage resale or LSNE charges, two alternative time limits shall apply:
 - (a) six (6) months from the date the charges were incurred (this time limit applies for the first year of the Agreement); and
 - (b) one hundred twenty (120) days from the date the charges were incurred (this time limit applies beginning with the second year of the Agreement).

- 3.5.4 The time limits set forth in Sections 3.5.1 and 3.5.2 are effective immediately. The time limit set forth in Section 3.5.3 will be effective six (6) months following the effective date of the Agreement.
- 3.5.5 If any billing error is identified, quantified and communicated in writing by NEVADA to CLEC within the time periods set forth in Sections 3.5.3 above after Connectivity Charges are incurred, NEVADA will have a maximum of ninety (90) additional days after the otherwise applicable date under Section 3.5.3 to render correct Connectivity Bills therefor.
- 3.5.6. No payment shall be due from CLEC for any Connectivity Bill received by CLEC from NEVADA that fails to meet the timeliness requirements of Sections 3.5.1 through 3.5.5 of this Attachment, provided that CLEC continues to participate in the Pre-Bill Certification Procedures described in Appendix A to this Attachment.
- 3.5.7 On each bill where “Jurisdiction” is identified, local and local toll charges shall be identified as “Local” and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA.
- 3.6. NEVADA shall bill CLEC for each Element, Combination thereof, or Local Service, supplied by NEVADA to CLEC pursuant to this Agreement at the rates set forth in Attachment 8. NEVADA will bill CLEC based on the actual Connectivity Charges incurred, provided, however, for those usage-based Connectivity Charges where actual charge information is not determinable by NEVADA because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate, intrastate/intraLATA, local) of the traffic is unidentifiable, the Parties will jointly develop a process to determine the appropriate charges.
- 3.7. Each Party shall be responsible for all costs and expenses it incurs in complying with its obligations under this Attachment. CLEC will be responsible for the development, modification, technical installation and maintenance of any CLEC systems or other CLEC infrastructure which CLEC requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. NEVADA shall be responsible for any development, modification, technical installation and maintenance of any NEVADA systems or NEVADA infrastructure which NEVADA requires to comply with and to continue complying with this Agreement, subject to the Act, regulations thereunder and relevant FCC or Commission decisions. Each Party shall provide the other Party at no additional charge a contact person for the handling of any Connectivity

Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.

4. **Meet Point Billing**

- 4.1. CLEC and NEVADA will establish meet-point billing (“MPB”) arrangements for jointly provided switched access to an IEC, in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF’s MECAB and MECOD documents, except as modified herein. Both Parties will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.
- 4.2. CLEC and NEVADA will implement the “Multiple Bill/Single Tariff” option or a mutually agreed upon billing arrangement in order to bill any Interexchange Carrier (IEC) for that portion of the network elements provided by CLEC or NEVADA. For all traffic carried over the MPB arrangement, CLEC and NEVADA shall each bill the IEC for its own portion of the applicable elements.
- 4.3. Each Party shall provide the billing name, billing address, and Carrier Identification Code (CIC) of the IECs that may utilize any portion of CLEC’s network in a CLEC/NEVADA MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party will be entitled to reject a record that does not contain a CIC code. Such information shall be provided by each Party to the other Party in the format and via the medium that the Parties agree to.
- 4.4. The Parties agree to comply with the currently effective MECAB guidelines as mutually adopted by the Parties.
- 4.5. The Parties further agree that in those MPB situations where one Party subtends the other Party’s access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges.
- 4.6. NEVADA and CLEC will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. NEVADA and CLEC will coordinate and exchange the Billing

Account Reference (BAR) and Billing Account Cross Reference (BACR) numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

- 4.7. The secondary billing company will provide to the initial billing company any necessary AMA records (in standard EMR format) within fourteen (14) days of the recording date. The Initial billing company will provide the secondary billing company the necessary summary records with fourteen (14) days of the initial company's bill date.
- 4.8. If MPB data is not submitted by either Party within the period set forth in Section 4.7, or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IEC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.
- 4.9. Failure of secondary billing company to provide the necessary AMA records (in standard EMR format) within sixty (60) days of the recording date, or of the initial billing company to provide the necessary summary records within sixty (60) days of the initial billing company's bill date, will result in the Party failing to deliver the data to be liable to the other Party for any charges the other Party is unable to bill the IEC.
- 4.10. Errors in MPB data exchanged by the Parties may be discovered by CLEC, NEVADA or the billable IEC. Both CLEC and NEVADA agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery. The other Party shall correct the error within twenty (20) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If either Party fails to provide MPB data due to loss, uncorrectable errors or otherwise, the Parties shall follow the procedures set forth in Attachment 14, Section 6, for compensation of lost, damaged or destroyed Recorded Usage Data and compensate the other for the lost MPB billing data.
- 4.11. Both Parties will provide the other a Single Point of Contact to handle any MPB questions.

5. **Collocation**

When CLEC collocates with NEVADA in LEC's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the Connectivity Bill provided to CLEC pursuant to this Attachment. All such capital expenses shall be billed through FABS, identified as capital expense charges and given a unique and consistent BAN. All invoices for capital expenses shall be sent to the location specified by CLEC for payment. All other non-capital recurring collocation expenses shall be billed to CLEC in accordance with this Agreement. The CABS Billing Output Specifications (BOS) documents provide the guidelines on how to bill the Connectivity Charges associated with collocation. The bill label for those collocation charges shall be entitled "Expanded Interconnection Service."

6. **Mutual Compensation**

The Parties shall bill each other call termination charges for local exchange traffic, using a CABS like format, in accordance with the standards set forth in this Agreement for traffic terminated to the other Party's customer, where both such customers bear NPA-NXX designations associated with the same LATA or other authorized area (e.g., extended area service zones in adjacent local calling areas). Where required, such traffic shall be recorded and transmitted to CLEC in accordance with this Attachment. Further, the traffic exchanged pursuant to this Attachment shall be measured in billing minutes of use and shall be in actual conversation seconds. The total conversation seconds per chargeable traffic type will be totaled for the entire monthly billing cycle and then rounded to the next whole conversation minute. Reciprocal compensation for the termination of this traffic shall be charged at rates specified in Attachment 18 to this Agreement.

7. **Issuance of Connectivity Bills - General**

- 7.1. NEVADA and CLEC will issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section.
- 7.2. NEVADA and CLEC will establish monthly billing dates (Bill Date) for each Billing Account Number (BAN) or Billed Telephone Number (BTN) (collectively referred to as "Account Number"), as further defined in the CABS documents, which Bill Date shall be the same day month to month. Each Account Number shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting an Account Number. The Parties will provide one Connectivity Billing invoice associated with each Account Number.

- 7.3. All Connectivity Bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as CLEC shall specify) will be deemed received the next business day. If either Party fails to receive Connectivity Billing data and information within the time period specified above, the payment due date will be extended by the number of days the Connectivity Bill is late.
- 7.4. NEVADA and CLEC shall issue all Connectivity Bills containing such billing data and information in accordance with OBF standards, except that if the Parties enter into a meet-point billing arrangement, such Connectivity Billing data and information shall also conform to the standards set forth in the MECAB document, or such later versions as are adopted by OBF, or its successor. To the extent that there are no OBF or MECAB standards governing the formatting of certain data, such data shall be issued in the format mutually agreed by the Parties.
- 7.5. Each Party will provide the other Party written notice of which Connectivity Bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which purportedly contain the same charges as are on the official bill. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy as set forth in applicable tariffs or as mutually agreed, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.
- 7.6. To avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, the Parties shall provide each other with their respective process specifications and edit requirements. CLEC shall comply with NEVADA's processing specifications when CLEC transmits Connectivity Billing data to NEVADA. NEVADA shall comply with CLEC's processing specifications when NEVADA transmits Connectivity Billing data to CLEC. CLEC and NEVADA shall provide each other reasonable notice if a Connectivity Billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

8. **Electronic Transmissions**

- 8.1. NEVADA and CLEC agree that upon request and on a mutually agreed to date, each Party will transmit Connectivity Billing information and data in the CABS format electronically via Connect:Direct (formerly known as Network Data Mover) to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. CLEC data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If NEVADA has an established Connect:Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. NEVADA must provide CLEC its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. CLEC's Connect:Direct Node ID and VTAM APPL ID must be provided to NEVADA and included in NEVADA's Connect:Direct software. CLEC will supply to NEVADA its RACF ID and password before the first transmission of data via Connect: Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.
- 8.2. The Connectivity Billing information and data will be sent using the current OBF format implemented by mutual agreement of both Parties.

9. **Tape or Paper Transmissions**

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

To CLEC:

Test Tapes, Cassettes and Diskettes	Joshua A. Ploude Pacific Centrex Services, Inc. 6855 Tujunga Avenue North Hollywood, CA 91605
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Production Tapes and Cassettes via Overnight Delivery and U.S. Mail	Joshua A. Ploude Pacific Centrex Services, Inc. 6855 Tujunga Avenue North Hollywood, CA 91605
Production, Diskettes & Paper Bills and Paper EAS/AS Bills via U.S. Mail	Joshua A. Ploude Pacific Centrex Services, Inc. 6855 Tujunga Avenue North Hollywood, CA 91605
Production Diskettes & Paper Bills and Paper EAS/AS Bills via Overnight Delivery Service	Joshua A. Ploude Pacific Centrex Services, Inc. 6855 Tujunga Avenue North Hollywood, CA 91605

To NEVADA:

Tape Transmissions:	To be specified by Nevada Bell when it elects tape transmission. Attn:
Paper Transmissions:	SBC Nevada Account Manager 370 3 rd St., Rm 701 San Francisco, CA 94107

- 9.2. Each Party will adhere to the tape packaging requirements set forth in this subsection. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a typical 6-inch distance from any magnetic field generating device (except a magnetron-tape device). The Parties agree that they will only use those shipping containers that contain internal insulation to prevent damage. Each Party will clearly mark on the outside of each shipping container its name, contact and return address. Each Party further agrees that it will not ship any Connectivity Billing tapes in tape canisters.
- 9.3. All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. CLEC reserves the right to destroy a tape that has been determined to have unrecoverable errors. CLEC also reserves the right to replace a tape with one of equal or better quality.

- 9.4. Billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS
Record Length	225 bytes (fixed length)
Blocking Factor	84 records per block
Block size	18,900 bytes per block
Labels	Standard IBM Operating System

- 9.5. A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four-digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. NEVADA's name, address, and contact shall appear on the flat side of the cartridge or reel.

- 9.6. All labeling of tapes shall comply with OBF standards.

10. **Testing Requirements**

- 10.1. At least thirty (30) days prior to any billing system change there will be a thirty (30) day test period to ensure that bills can be processed by the Parties.
- 10.2. For CLEC, NEVADA will send CLEC a mechanized Connectivity Bill for the first time via electronic transmission, or tape, or at least thirty (30) days prior to changing mechanized formats, (i.e., changes as implemented by Pacific Bell pursuant to the CLEC/Pacific Bell Interconnection Agreement and as may be modified from time to time), NEVADA shall send to CLEC Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. NEVADA shall also provide to CLEC's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30005, NEVADA's originating or state level company code so that it may be added to CLEC's internal tables at least thirty (30) calendar days prior to testing or a change in the NEVADA's originating or state level company code. CLEC will notify NEVADA within the time period agreed to by the Parties if Connectivity Billing transmission fails to meet CLEC's testing

specifications. NEVADA shall make the necessary corrections within the time period agreed to with CLEC to ensure that billing transmissions meet CLEC's testing specifications. NEVADA shall not send CLEC a mechanized Connectivity Bill (except for testing) until such bills meet CLEC's testing specifications. If NEVADA meets CLEC's testing specifications, NEVADA may begin sending CLEC mechanized Connectivity Bills on the next Bill Date, or within ten (10) days, whichever is later.

- 10.3. During the testing period, NEVADA shall transmit to CLEC Connectivity Billing data and information via paper transmission. Test tapes shall be sent to CLEC at the following location

Test Tapes	Joshua A. Ploude Pacific Centrex Services, Inc. 6855 Tujunga Avenue North Hollywood, CA 91605
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11. **Bill Accuracy Certification**

The Parties agree that in order to ensure the proper performance and integrity of the entire Connectivity Billing process, the sending Party is responsible and accountable for transmitting to the receiving Party an accurate and current bill. NEVADA agrees to implement control mechanisms and procedures to render a bill that accurately reflects the Network Elements, Combination and Local Services ordered and used by CLEC. These processes and methodology will be set forth in a Pre-Bill Certification Operating Agreement and will be attached to this Attachment 13 as Appendix A.

12. **Additional Requirements**

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

- The BAN shall not contain embedded spaces or low values.
- The Bill Date shall not contain spaces or non-numeric values.
- Each Connectivity Bill must contain at least one detail record.
- Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
- The Invoice Number must not have embedded spaces or low values.

13. **Payment Of Charges**

13.1. For mechanized bills subject to the terms of this Agreement, CLEC and NEVADA will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. For bills rendered by NEVADA to CLEC in a non-mechanized format or a mechanized format other than agreed to by the Parties, CLEC will pay NEVADA within sixty (60) calendar days from the Bill Date, or fifty (50) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as CLEC specifies), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as CLEC specifies), payment will be made on the preceding business day.

13.2. Payments shall be made in U.S. Dollars via Electronic Funds Transfer (EFT) to the other Party's bank account. At least thirty (30) days prior to the first transmission of Connectivity Billing data and information for payment, NEVADA and CLEC shall provide each other the name and address of its bank, its account and routing number and to whom Connectivity Billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. CLEC will provide NEVADA with one address to which such payments shall be rendered and NEVADA will provide to CLEC with only one address to which such payments shall be rendered. In the event CLEC receives multiple Connectivity Bills from NEVADA which are payable on the same date, CLEC may remit one payment for the sum of all Connectivity Bills payable to NEVADA's bank account specified in this subsection. Each Party shall provide the other Party with a contact person for the handling of Connectivity Billing payment questions or problems.

14. **Billing Disputes**

Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. Bill closure procedures agreed to by the Parties will be set forth in the Pre-bill Certification Operating Agreement, to be attached to this Attachment as Exhibit A. Closure of a specific billing period will

occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any future analysis and financial transactions, except those resulting from an Audit as described in Section 10 of the General Section of this Agreement. Closure will take place within three (3) months of the close of the applicable billing period. The month being closed represents those Connectivity Charges that were billed or should have been billed by the respective Bill Date. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

- 14.1. If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the manager for each of the respective Parties for resolution.
- 14.2. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the Director for each of the respective Parties for resolution.
- 14.3. If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the Vice President level for each of the respective Parties for resolution.
- 14.4. If the dispute is not resolved within one hundred and fifty (150) days of the Bill Date, the dispute will be resolved in accordance with the alternative dispute resolution procedures set forth in Attachment 3.
- 14.5. If a Party disputes a Connectivity Charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes Connectivity Charges and the dispute is resolved in favor of such Party, the other Party shall credit the Connectivity Bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes Connectivity Charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

15. **Late Payment Charges**

If either Party fails to remit payment for any Connectivity Charges described in this Attachment by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment

or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. The late payment charge shall be calculated based on the applicable tariffs of the billing Party, and the portion of the payment not received by the payment date times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed late payment charges.

16. **Adjustments**

16.1 Subject to the terms of this Attachment, NEVADA will debit or credit CLEC for incorrect Connectivity Billing charges; overcharges; Local Services Elements, or any Combination thereof, ordered or requested but not delivered; interrupted Local Services associated with any Element, or combination thereof; ordered or requested Local Services, Elements, or Combination thereof, of poor quality; and installation problems if caused by NEVADA, adjustments will be administered per the applicable tariff or by mutual agreement. Such reimbursements shall be identified as an adjustment on the Connectivity Bill.

16.2. Subject to the terms of this Attachment, CLEC will debit or credit NEVADA for incorrect charges; overcharges; under charges for mutual compensation as required or permitted by the applicable tariff or by mutual agreement. Such reimbursements shall be identified as such on the Bill.

17. **Recording Of Call Information**

17.1. The Parties agree to record call information in accordance with this subsection. These records shall be provided at a Party's request and shall be formatted pursuant to Bellcore standards if such standards exist, and otherwise as agreed by the Parties. These records shall be transmitted to the other Party daily in EMR format via Connect: Direct, provided however that if CLEC and NEVADA do not have Connect: Direct capabilities, such records shall be transmitted as the Parties agree. NEVADA and CLEC agree that they will retain, at each Party's sole expense, copies of all AMA records transmitted to the other party at least seven (7) calendar days after transmission to the other Party.

17.2 NEVADA shall provide to CLEC the Switched Access Detail Usage Data (Category 11-01-xx records) via Connect:Direct on a daily basis within fourteen (14) days of the last day of the billing period. The data will be in

a separate dataset from the usage records associated with the CLEC Resale access lines. File name and attributes will be specified by CLEC.

17.3. CLEC shall provide to NEVADA the Summary Usage Data (Category 11-50-xx records) via Connect:Direct on a daily basis within fourteen (14) days of the last day of the billing period. The data will be in a separate dataset from the usage records associated with the CLEC Resale access lines. File name and attributes will be specified by NEVADA.

18. **No Netting of Amounts Due**

The Parties agree that there shall be no netting of amounts due under this Agreement with any other amounts due related to any other services provided under separate agreements. Further, Resale bills, Access bills, and bills for Unbundled Network Elements will be provided as separate bills with separate amounts due that shall not be netted.

19. **Applicability**

It is NEVADA'S position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

ATTACHMENT 13

Appendix A

Pre-Bill Certification Operating Agreement to be provided when executed by the Parties

ATTACHMENT 14
PROVISION OF CUSTOMER USAGE DATA

PROVISION OF CUSTOMER USAGE DATA

1. Introduction

This Attachment sets forth the terms and conditions for NEVADA's provision of recorded usage data to CLEC. NEVADA will record and provide to CLEC unrated usage data when CLEC purchases Unbundled Switching Elements or Local Service from NEVADA ("Recorded Usage Data").

2. General Requirements for Recorded Usage Data

- 2.1 NEVADA shall provide CLEC with Recorded Usage Data. NEVADA will conform to the format, generic contents, and transmission medium for providing Recorded Usage Data as specified in the Bellcore EMR standard (Bellcore Practice BR010-200-010), as modified in Appendix A to this Attachment 14, which shall be updated periodically by mutual agreement, in writing.
- 2.2 NEVADA's provision of Recorded Usage Data to CLEC shall be in accordance with the performance standards set forth in Attachment 17. NEVADA shall retain Recorded Usage Data in accordance with applicable law and regulation.

3. Usage Data Specifications

- 3.1 Subject to Section 3.4, when CLEC purchases from NEVADA Local Service or LSNE, NEVADA will provide to CLEC all Recorded Usage Data relating to local call and IntraLATA toll calls originating from CLEC Customers (business and residence), including, but not limited to, the categories of information listed below. In addition, subject to Section 3.4, when CLEC purchases from NEVADA LSNE, NEVADA will provide to CLEC all available Recorded Usage Data relating to switched access calls terminating to CLEC Customers (business and residence), including, but not limited to, the categories of information listed below.
 - 3.1.1 Data to be supplied both for calls originating from CLEC customers (business and residence) and for switched access calls terminating to CLEC customers (business and residence):
 - 3.1.1.1. All available Call Attempts data
 - 3.1.1.2. Completed Calls
 - 3.1.2 Data to be supplied for calls originating from CLEC customers (Business and Residence):

- 3.1.2.1. Use of CLASS/LASS/Custom Features which are sold on any available pay- per- use basis
 - 3.1.2.2 Calls to directory assistance and calls completed by directory assistance where NEVADA provides such service to CLEC's local service customer
 - 3.1.2.3 Calls completed via NEVADA-provided operator services where NEVADA provides such service to CLEC's local service customer
 - 3.1.2.4 For NEVADA-provided CENTREX service, station level detail
 - 3.1.2.5 Data to be supplied for switched access calls terminating to CLEC customers
 - 3.1.2.6 Data identifying the CIC of the originating IEC; and
 - 3.1.2.7 Where available, data identifying the Calling Party Number.
- 3.2 Records shall include complete call detail and complete timing information.
- 3.3 NEVADA shall provide to CLEC Recorded Usage Data for CLEC's customers only. NEVADA will not submit other carriers' local usage data as part of the CLEC Recorded Usage Data. Error procedures set forth in Appendix I to this Attachment, Section IV, paragraph 1.1.4. shall apply to any data of other carriers sent in error to CLEC.
- 3.4 **Additional Provisions Regarding Call Detail**
- 3.4.1 **Local Service**
 - 3.4.1.1 NEVADA represents that as of the effective date of this Agreement it does not record local usage for its own flat rate customers in the ordinary course of business. There are certain exceptions where special study or call detail analysis is performed, e.g., in cases where an incident of telephone harassment is under investigation. If NEVADA begins recording local usage for its own flat rate customers in the ordinary course of business at a future date, NEVADA will simultaneously begin such recording for CLEC resold flat rate customers, at no additional charge.

If at a future date NEVADA begins recording local usage for its own flat rate customers served by a particular switch, NEVADA will simultaneously begin such recording for CLEC resold flat rate customers served by that switch, at no additional charge.

3.4.1.2 If CLEC asks NEVADA to develop the capability to provide CLEC local usage data on resold flat local service, and NEVADA does not record local usage for its own flat rate customers in the ordinary course of business, NEVADA shall develop such capability consistent with Section 1.6 of Attachment 6. In such event, NEVADA shall be entitled to track and recover applicable development costs as set forth in Attachment 8.

3.4.1.3 As of the effective date of this Agreement, in some NEVADA switches, the terminating number for measured local calls may not be recorded during periods of high volume usage. If and when the limitation described in this Section is removed, NEVADA will provide, in the appropriate field of the EMR, to CLEC at no additional cost, the terminating number for all measured local calls, including calls made during periods of high volume usage.

3.4.2 LSNE

When CLEC purchases a LSNE from NEVADA, that LSNE as provided by NEVADA will include all the functions and capabilities of the switch and the software deployed at that time within the switch relating to recording of usage data, including the capability to record all local usage and the terminating number. The charge, if any, for the recording of usage data shall be included in the charge for the LSNE set forth in Attachment 8.

4. Recorded Usage Data Format

- 4.1 NEVADA will provide Recorded Usage Data in the EMR format and by category, group and record type, as specified in the CLEC Usage Requirements document, dated November 1996 ("Data Requirements"), which is attached hereto and incorporated herein as Appendix I.
- 4.2 NEVADA shall include the Working Telephone Number (WTN) of the call originator on each EMR call record.
- 4.3 End user customer usage records and station level detail records shall be in packs in accordance with EMR standards.

- 4.4 NEVADA shall append the recording point identification or some other code that specifically identifies the central office switch that is mutually agreeable to both Parties to each EMR call record.

5. Recorded Usage Data Reporting Requirements

- 5.1 NEVADA shall segregate and organize the Recorded Usage Data in a format mutually agreed to in writing by the Parties.
- 5.2 NEVADA shall provide segregated Recorded Usage Data to multiple CLEC biller locations as mutually agreed by the Parties.
- 5.3 NEVADA, at no cost to CLEC, shall transmit to CLEC Recorded Usage Data in Bellcore EMR format, as modified by Appendix I to this Attachment, via Connect:Direct. If CLEC requests Recorded Usage Data in a format customized for CLEC, NEVADA may charge CLEC pursuant to Attachment 8.
- 5.4 CLEC will test and certify the Connect:Direct interface to ensure the accurate receipt of Recorded Usage Data. NEVADA shall make any changes necessary in the Connect:Direct interface to meet the requirements of this Attachment.
- 5.5 NEVADA shall provide Recorded Usage Data to CLEC once a day Monday through Friday, excluding mutually designated holidays. NEVADA shall provide to CLEC the Recorded Usage Data for a Local Service within the time period specified in Attachment 17 to this Agreement.
- 5.6 Each Party will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries from the other Party.
- 5.7 The Recorded Usage Data EMR format, content, and transmission process will be tested by CLEC for compliance with industry standards.

6. Recording Failures (Recording Failures applying CLEC and NEVADA)

- 6.1 CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by NEVADA in its performance of the recording function or due to an aberrant switch overload of limited duration and frequency, shall, upon CLEC's request, be recovered by NEVADA at no charge to CLEC. Upon discovery of such failures, NEVADA shall notify CLEC. In the event the data cannot be recovered by NEVADA, NEVADA shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method

described below. This method will be applied on a consistent basis, subject to modifications agreed to by NEVADA and CLEC. This estimate will be used by the Parties to determine any amounts owed to CLEC. NEVADA will provide this amount to CLEC via a check accompanied by a statement that clearly identifies the purpose of the check.

- 6.1.1 Partial Loss - NEVADA shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in Section 6.1.3 following. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.
- 6.1.2 Complete Loss - Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, loss after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
- 6.1.3 Estimated Volumes - From message and minute volume reports for the entity experiencing the loss, NEVADA shall secure message and minute counts for the four corresponding days of the prior week in which the loss occurred and compute an average of these volumes.
- 6.1.4 Net Loss Calculation - The amount due to CLEC will be calculated based on the Average Revenue Per Minute (ARPM) minus the Average Charge Per Minute (ACPM) that CLEC would have paid to NEVADA, times the estimated lost minutes. The Parties shall agree upon the appropriate ARPM and ACPM to apply.

Exceptions:

- 6.1.4.1 If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.
- 6.1.4.2 If the loss occurs on a weekday that is a holiday (except Christmas), NEVADA shall use volumes from the two (2) preceding Sundays.

6.1.4.3 If the loss occurs on Mother's Day, Christmas or the Monday after Thanksgiving, NEVADA shall use volumes from that day in the preceding year.

6.2 CLEC may also request data be provided that has previously been successfully provided by NEVADA to CLEC, provided the request is received within forty-five (45) days of original processing. NEVADA reserves the right to bill CLEC for its direct costs of providing such data if CLEC makes such a request more than forty-five (45) days after original processing.

7. **Clearinghouse Procedures**

The Parties acknowledge that calls will be placed using the local service of one Party that will be billable to the customer for local service of another Party. In order to ensure that these calls are properly accounted for and billed to the appropriate customer, the Parties have established clearinghouse procedures to accomplish these objectives in separate agreements entitled Data Exchange Agreement for the distribution of IntraLATA Message Detail and/or the Settlement of IntraLATA Message Revenue. The Parties intend to use best efforts to sign that Agreement within six (6) months after the Effective Date of this Agreement.

7.1. CLEC may identify a CMDS host for transmitting and receiving in-collect and out-collect local and intraLATA messages.

7.2. In the event CLEC fails to designate a CMDS host, NEVADA agrees on an interim basis, if requested by CLEC, to serve as CLEC's CMDS host for out-collect billing subject to the rates, terms and conditions as mutually agreed by the Parties.

8. **Applicability**

It is NEVADA'S position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

APPENDIX I
TO
ATTACHMENT 14

February 7, 1997

CLEC USAGE REQUIREMENTS

November 1996

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February 7, 1997

SECTION I

SCOPE

1. General

This Attachment addresses the transmission by NEVADA of CLEC usage to CLEC.

1.1 Usage Summary

Messages will be transmitted, via a direct feed, to CLEC in standard EMR format.

The following is a list of EMR records that CLEC can expect to receive from NEVADA:

- Header Record 20-21-01
- Trailer Record 20-21-02
- Detail Records* 01-01-01, 16, 18, ,80, 81,
- 10-01-01, 16 (when available and as mutually agreed), 18, 31, 32, 35, 37, 80, 81
- Credit Records 03-01-XX
- Rated Credits 41-01-XX

*Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages

NEVADA will provide the above list of detail records as part of its resale offering. NEVADA shall make available to CLEC additional detail records as additional products are added to NEVADA's resale offer.

Using the above list as a model, the Parties shall identify by mutual agreement what detail records shall be provided by NEVADA to CLEC in connection with the provision of unbundled elements.

Additional detail records provided by NEVADA to CLEC in the future, whether as part of NEVADA's resale offering or in connection with the provision of unbundled elements, may have identification numbers different from those listed above.

In addition, NEVADA shall provide a 10-01-18 Specialized Service record to support the Special Features Star Services/Pay- Per- Use Features if these features are part of NEVADA's offering.

For detailed information regarding EMR, refer to the current version of the Bellcore Practice BR010-200-010 Appendix. Also, for purposes of resale

usage, see Appendix A of Section VII of Appendix I, "Physical Characteristics of Data Tapes/Cartridges."

1.2 **Attachment Content**

This Attachment describes baseline requirements for the transfer of NEVADA recorded, unrated usage to CLEC. Testing requirements and the reports needed to ensure data integrity are also included. Additional requirements and implementation details may be identified for conditions unique to NEVADA. Modifications and/or exceptions to this Attachment must be negotiated and mutually agreed upon by NEVADA and CLEC.

SECTION II
RECORDED USAGE TO BE TRANSMITTED TO CLEC

1. General

This section addresses the types of usage to be transmitted by NEVADA to CLEC.

1.1 Usage To Be Transferred To CLEC

1.1.1 CLEC Usage To Be Transferred

The following messages recorded by NEVADA are to be transmitted to CLEC. NEVADA recorded usage is defined as:

- intraLATA - Local (including DA and Operator Services)
- intraLATA - Toll (including DA and Operator Services)

Note: Rated incollect messages should be transmitted via the direct feed and can be intermingled with the unrated messages. No special packing is needed.

NEVADA is working with Pacific Bell in the developing of a direct return feed. CLEC may return via direct return feed, once developed, any of the above mentioned messages that cannot be rated and/or billed by CLEC, for reasons specified in the returns process. Returned messages will be sent to NEVADA in EMR format. Standard EMR return codes will be utilized.

File transfer specifications are included within Section III.

1.2 CLEC Usage

The Recorded Usage Data in a local resale environment includes all intraLATA toll and local usage. NEVADA will provide CLEC with unrated EMR records associated with all intraLATA toll and local usage which NEVADA records on CLEC's behalf.

Any Category, Group and/or Record types approved in the future for NEVADA will be included if they fall within the definition of this local resale phase. NEVADA will give CLEC one hundred twenty (120) days' advance notification of NEVADA's intended implementation of additional Category, Group and/or Record types.

NOTE: NEVADA messages will be packed using the packing criteria outlined in Appendix 1A, Section VII. NEVADA shall pack records for rated messages and non-rated messages in separate packages. Any request by CLEC for packing in a different arrangement (for example, using CLEC's RAO) shall be separately negotiated by the Parties and shall be at a reasonable additional charge to CLEC.

February 7, 1997

SECTION III
NEVADA TO CLEC USAGE FEED

1. General

This section contains the information required for NEVADA to transmit the usage defined in Section 2 of Appendix I to CLEC. This section specifically addresses the dataset requirements and processing.

1.1 Detailed EMR Record Edits

CLEC will perform detailed record edits on the unrated and rated messages upon receipt from NEVADA. Messages that fail these edits may be returned to NEVADA with mutually agreed upon standard EMR return codes designated. If an excessive number of the records contain errors, CLEC may request re-transmission of data and NEVADA shall correct and re-transmit accurate data.

1.2 Duplicate Record Checks

CLEC may perform record checks on the unrated and rated messages to validate that duplicate messages are not sent by NEVADA to CLEC, except where valid duplicate messages are applicable, e.g., ISDN bonded. NEVADA shall perform record checks to validate that duplicate messages are not sent to CLEC in accordance with CMDS standards.

1.3 NEVADA To CLEC Usage Feed

1.3.1 Usage Data Transport Requirements

NEVADA will provide the transport facility between the NEVADA location and the CLEC location. It is CLEC's intent that usage data be transmitted via Connect:Direct whenever possible. In the event usage transfer cannot be accommodated by Connect:Direct because of extended (one business day or longer) facility outages, or if facilities do not exist, NEVADA will contract for a courier service to transport the data via tape.

NEVADA will provide CLEC with contacts, Remote Identifiers (IDs), and expected usage data volumes for each sending location.

CLEC will provide contacts responsible for:

- Receiving usage transmitted by NEVADA.
- Receiving usage tapes from a courier service in the event of a facility outage.

1.3.2 Physical Characteristics

In the event the electronic system for data transmission malfunctions, by mutual agreement NEVADA shall provide the data to CLEC on tape or cartridge by courier. Such data will have the physical characteristics indicated in Appendix A. CLEC's intent is for variable block format (2,476 bytes) with a LRECL of 2472.

1.3.3 Data Delivery Schedules

Data will be delivered to CLEC by NEVADA daily (Monday through Friday) or as negotiated. CLEC and/or NEVADA Data Center holidays are excluded. NEVADA and CLEC will exchange schedules of designated Data Center holidays.

1.3.4 Resending Data

CLEC will notify NEVADA as promptly as possible upon discovery of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.

1.3.5 Pack Rejection

Critical edit failure on the Pack Header or Pack Trailer records will result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection will be made by CLEC within one business day of processing. Rejected packs will be retransmitted to CLEC by NEVADA.

1.3.6 Held Packs And Messages

CLEC and NEVADA will track pack number to control input based upon invoice sequencing criteria. NEVADA will be notified of sequence failures identified by CLEC and resend procedures are to be invoked.

1.3.7 Data Content Requirements

EMR is the format to be used for usage data provided to CLEC.

1.3.8 Packing Requirements

A pack shall contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. A file transmission contains a maximum of 99 packs. A dataset shall contain a minimum of one pack. NEVADA will provide CLEC one dataset per sending location with the agreed upon OCN populated in the Header and Trailer records.

Within the Header and Trailer records, the FROM RAO identifies the location that will be sending usage to CLEC. NEVADA will populate the FROM RAO field with the unique numeric value identifying the location that is sending the data to CLEC. Also, Pack Header and Trailer will have the OCN appropriately populated.

The FROM RAO, OCN, and Remote Identifiers will be used by CLEC to control invoice sequencing and each will have its own invoice controls. The FROM RAO will also be used to determine where the message returns file, containing any misdirected and unguidable usage, will be sent.

The file's Record Format (RECFM) will be Variable Block (VB) Size 2,476 and the Logical Record Length (LRECL) will be 2,472 bytes.

CLEC has no special sort requirements for the packs sent by NEVADA.

1.3.9 Dataset Naming Convention

NEVADA will transmit the usage to CLEC using the following dataset naming conventions:

NODE 1BB03PXNN*

NODE 2.IBMUP

NODE 3 (To be determined during negotiations)

NODE 4.USAGE

NODE 5.GNNNNVNN* (Generational Dataset to be incremented by sender).

*The italicized "N" represents numeric fields determined during negotiations.

1.3.10 Control Reports

CLEC will accept input data provided by NEVADA in EMR format in accordance with the requirements and specifications detailed in

this section of the attachment. In order to ensure the overall integrity of the usage being transmitted from NEVADA to CLEC, data transfer control reports will be required. These reports shall be provided by CLEC to NEVADA on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by NEVADA.

1.4 MESSAGE VALIDATION REPORTS

CLEC will provide the following three daily (or otherwise negotiated) Message Validation reports to the designated NEVADA System Control Coordinator. These reports will be provided for all data received within NEVADA Local Resale Feed and will be transmitted Monday through Friday whether or not there have been any files transmitted.

1.4.1 MESSAGE VALIDATION PACK REJECT REPORT (A7287)

This report provides information on packs rejected by CLEC. It lists the header and trailer record of each rejected pack and indicates the error codes and the associated error message which explains why the pack was rejected.

1.4.2 MESSAGE VALIDATION PACK ACCEPTED REPORT (A7288)

This report provides vital statistics and control totals by Record ID, Type of Service, Message Counts and Record Counts, for all valid, rejected and dropped messages. The information is provided in the following report formats and control levels:

1. NEVADA Total Messages
2. NEVADA Total Records
3. RAO Total Messages
4. RAO Total Records
5. Pack Total (Record Counts and Message Counts)

The first four report formats include percentages that indicate the relationship of the daily input volume by Record ID and Type of Record to the total input volume provided by an RAO and NEVADA.

1.4.3 MESSAGE VALIDATION DETAIL ERROR REPORT (A7289)

An EMR detailed error report is generated for each pack/ invoice that is received and processed by CLEC. The report lists, in vertical format, the complete 175 byte EMR record that has failed to pass the initial edit criteria. It prints this detailed information only for the first five EMR records that share a common error condition. The error condition is flagged on the report by one of two possible error codes preceding the field value. The error codes are:

(C) DENOTES CRITICAL ERRORS

(I) DENOTES INFORMATION ERRORS

The last two pages of the report for a given pack/invoice provide the following control totals:

Total Errors for each Field

Total Records Received

Total Records Dropped

Total Records rejected to MIU

Pack Reject Rate

Total Default Count (represents the number of Files on all of the input records that had to be programmatically altered to meet the EMR standards and specifications.)

If the entire pack/invoice has been rejected because of a Critical Error Rate greater than 0.5%, the last page of the report will display such a statement enclosed in asterisks.

SECTION IV
CLEC PROCESSING REQUIREMENTS

1. General

This section contains requirements for CLEC processing of Recorded Usage Data that has been transmitted to CLEC for billing.

1.1 CLEC Rating Process

1.1.1 Message Rating

CLEC will rate any individual messages (as defined in Section II), that have not already been rated by NEVADA (information provider messages will be rated by NEVADA), prior to transmitting the usage to a billing environment within CLEC.

1.1.2 Application Of Taxes/Fees/Surcharges

CLEC will apply taxes, fees and surcharges as appropriate for the individual messages and/or customer accounts. The application of all taxes, fees and surcharges will be applied on all intraLATA local and toll usage received from NEVADA.

1.1.3 Duplicate Messages

CLEC has existing duplicate checks as part of their message processing or billing functions. CLEC will perform these checks on the rated/unrated messages sent by NEVADA. CLEC will identify duplicate message disposition procedures and reports will be identified by CLEC during negotiations.

1.1.4 Record Edits

1.1.4.1 CLEC Record Edits

CLEC will perform detailed record edits on the rated and unrated messages prior to transmitting them to the billing environment. Rated & unrated records that do not pass CLEC edits will be returned to NEVADA within thirty (30) days of the file date.

1.1.4.2 NEVADA Record Edits

If NEVADA has existing detailed record edits for rated and unrated messages, NEVADA is to perform these edits.

Rated and unrated records that do not pass CLEC edits will be returned to NEVADA. NEVADA will attempt to perform error correction on all records requiring such action as agreed upon through the detailed negotiations process. If errors can not be corrected, NEVADA shall adjust settlements and billing accordingly.

NEVADA will investigate and correct the root cause for the errors.

1.1.5 CLEC To NEVADA Message Returns

At the discretion of CLEC, messages that have been sent to CLEC by NEVADA that cannot be guided to an CLEC billed account or error in processing due to an error by NEVADA will be returned to NEVADA with the appropriate negotiated return codes.

1.2 CLEC Specific Processing

Records that are accepted into CLEC's system (i.e., after passing the initial edits) are converted into another format. CLEC does not retain all of the information contained on the original EMR, so only certain fields will be populated in the returned records that fail age edits or are misguided. CLEC will work with NEVADA to provide the necessary level of detail in order for NEVADA to process these records.

SECTION V
TEST PLANS AND ACTIVITIES

1. GENERAL

This section defines the NEVADA and CLEC activities which are required prior to implementation. The tests and activities described are necessary to ensure a smooth, accurate and well-programmed conversion. Specific test dates will be identified through the negotiations process.

1.1 INTERFACE TESTING

The purpose of this test is to ensure that the usage described in Section II can be sent by NEVADA to CLEC and can be accepted and processed by CLEC. NEVADA will provide a test file to CLEC's designated Regional Processing Center (RPC) in the format that will be used for live day-to-day processing. The file will contain one full day's production usage. The format of the file will conform to the requirements shown in Section III. CLEC will review the file and verify that it conforms to its data center requirements. CLEC will notify NEVADA in writing whether the format is acceptable. CLEC will also provide NEVADA with the agreed-upon control reports as part of this test.

1.2 OPERATIONAL TEST

The purpose of this test is to ensure that volumes of usage in consecutive sequence can be extracted, distributed, and processed by NEVADA and CLEC.

NEVADA is required to provide CLEC with NEVADA recorded, unrated intraLATA local and toll usage (as defined in Section II) for a minimum of five (5) consecutive days. CLEC will provide NEVADA with the message validation reports associated with test usage.

CLEC will rate and process the unrated intraLATA toll and local usage. CLEC will process this data to test bills. CLEC may request that the test usage contain specific usage volumes and characteristics to ensure a complete test. Specific usage volumes and characteristics will be discussed during detailed negotiations.

1.3 **TEST FILE TRANSPORT**

Test data should be transported via CONNECT:Direct whenever possible. In the event that courier service must be used to transport test media, the physical tape characteristics to be used are described in Appendix A.

SECTION VI

POST DEPLOYMENT ACTIVITIES

1. General

Requirements for ongoing maintenance of the usage feeds between CLEC and NEVADA are described in this section. Included are minimal requirements for day-to-day control of the regularly scheduled transfer of NEVADA unrated and rated usage data and procedures for introducing and verifying CLEC/NEVADA System Changes.

1.1 Control Maintenance And Review

1.1.1 Periodic Review

Control procedures for all usage transferred between NEVADA and CLEC will require periodic review. This review may be included as part of an annual audit of NEVADA by CLEC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between NEVADA and CLEC must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, as similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and NEVADA.

1.1.2 Retention Of Records

NEVADA shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) calendar days. CLEC will maintain the message detail received from NEVADA for a minimum period of forty-five (45) calendar days. Designated CLEC personnel will provide these records to NEVADA or its authorized agents upon written request. NEVADA will also provide any data back to CLEC upon their written request.

1.2 NEVADA Software Changes

When NEVADA plans to introduce any software changes which impact the format or content structure of the usage data feed to CLEC, designated NEVADA personnel shall notify CLEC of such changes within any time period specified by the FCC or Commission for that purpose, and in any event will use reasonable best efforts to notify CLEC no less than one hundred twenty (120) calendar days before such changes are implemented.

NEVADA will communicate the projected changes to the appropriate groups in CLEC so that potential impacts on CLEC processing can be determined.

CLEC personnel will review the impact of the change on the entire control structure as described in Section 1.5.3, Post Conversion Test Plan. CLEC will negotiate any perceived problems with NEVADA and will arrange to have the data tested utilizing the modified software.

If it is necessary for NEVADA to request changes in the schedule, content or format of usage data transmitted to CLEC, NEVADA will notify CLEC.

1.3 **Requested Changes**

If it is necessary for either Party to request changes in the schedule, content, or format of the usage data transmitted from NEVADA, the requesting Party will notify the other Party and the terms and conditions of the change shall be mutually agreed upon pursuant to the process set forth in Section 1.5.2.

When the negotiated changes are to be implemented, CLEC and/or NEVADA will arrange for testing of the modified data as described in Section 1.5, Post Conversion Test Plan.

1.4 **CLEC Software Changes**

When CLEC plans to introduce any software changes which may impact the format or content structure of the usage data transmitted from NEVADA, CLEC will use reasonable best efforts to notify the designated NEVADA personnel, no less than one hundred twenty (120) calendar days before such changes are implemented.

The CLEC contact will communicate the projected changes to the appropriate groups in NEVADA so that potential impacts on NEVADA processing can be determined.

CLEC will negotiate any perceived problems with NEVADA and will arrange to have the data tested utilizing the modified software.

Altering the one hundred twenty (120) day window for introducing software changes can be negotiated by both companies, dependent upon the scope and impact of the change.

1.5 **Post-Conversion Test Plan**

The test plan described below is designed to encompass all types of changes to the usage data transferred by NEVADA to CLEC and the methods of transmission for that data.

1.5.1 **NEVADA System Change Description**

For a NEVADA system change that would be reasonably likely to impact CLEC, NEVADA shall provide CLEC with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

During the initial negotiations regarding the change, NEVADA shall provide a list of the specific records and/or systems impacted by the change to designated CLEC personnel.

Finally, NEVADA shall also provide CLEC a detailed description of the changes to be implemented. It shall include sufficient detail for designated CLEC personnel to analyze and estimate the effects of the changes and to design tests to verify the accuracy of the implementation.

1.5.2 Change Negotiations

NEVADA will notify CLEC in writing of all proposed change negotiations initiated by NEVADA. In turn, CLEC will notify NEVADA in writing of proposed change negotiations initiated by CLEC.

After formal notification of planned changes, whether originated by NEVADA or CLEC, negotiation meetings shall be scheduled between designated CLEC and NEVADA personnel. The first meeting should produce the overall change description (if not previously furnished) and the list of records and/or systems affected.

In subsequent meetings, the Parties shall jointly develop a detailed description of changes to be implemented and a detailed test procedure.

1.5.3 Control Change Analysis

Based on the detailed description of the changes and review thereof by the Parties in negotiation meetings, designated CLEC personnel will:

1.5.3.1 Determine the impact of the changes on the overall structure.

1.5.3.2 Determine whether any single change has a potential control impact (i.e., High error rate on individual records that might result in pack rejection).

1.5.3.3 Determine whether any controls might be adversely affected.

1.5.3.4 Arrange for appropriate control structure changes to meet any of the above conditions.

1.5.4 Verification Of Changes

Based on the detailed description of changes and review thereof in negotiation meetings, designated CLEC personnel will:

1.5.4.1 Determine the type of change(s) to be implemented.

1.5.4.2 Develop a comprehensive test plan.

1.5.4.3 Negotiate scheduling and transfer of modified data with NEVADA.

1.5.4.4 Negotiate testing of modified data with the appropriate CLEC department.

1.5.4.5 Negotiate processing of verified data through the CLEC billing system with the appropriate department.

1.5.4.6 Arrange for review and verification of testing with appropriate CLEC groups.

1.5.4.7 Arrange for review of modified controls, if applicable.

1.5.5 Introduction Of Changes

When all the testing requirements have been met and the results reviewed and accepted, designated CLEC personnel will:

1.5.5.1 Negotiate an implementation schedule.

1.5.5.2 Verify the existence of a contingency plan with the appropriate CLEC department.

1.5.5.3 Arrange for the follow-up review of changes with appropriate CLEC personnel.

1.5.5.4 Arrange for appropriate changes in control program, if applicable.

1.5.5.5 Arrange for long-term functional review of impact of changes on the CLEC billing system, i.e., accuracy, timeliness, and completeness.

SECTION VII

APPENDICES

SUMMARY OF APPENDICES

- **APPENDIX A**
- **PHYSICAL CHARACTERISTICS OF DATA TAPES/CARTRIDGES**
- **APPENDIX B**
- **SPECIAL FEATURES STAR FEATURES/PAY-PER-USE FEATURES**

APPENDIX A

PHYSICAL CHARACTERISTICS OF DATA TAPES/CARTRIDGES

Data transported to CLEC by NEVADA, or to NEVADA by CLEC, on tape or cartridge via a courier will have the following physical characteristics:

Tape:	9-track, 6250 (or 1600) BPI (Bytes per inch)
Cartridge:	38,000 BPI (Bytes per inch)
LRCEL:	2,472 bytes
Parity:	Odd
Character Set:	Extended Binary Coded Decimal Interchange Code (EBCDIC)
External labels:	Exchange Carrier name, Dataset Name (DSN) and volume serial number
Internal labels:	IBM Industry OS labels will be used. They consist of a single volume label and two sets of header and trailer labels.
One file per sending location with variable length records:	104 bytes EMR compacted format plus modules as applicable.

APPENDIX B

SPECIAL FEATURES STAR SERVICES/PAY-PER-USE FEATURES

The following are CLASS subscription or “pay per use” (STAR) Services supported by these Local Resale requirement to date. When identified, additional services can be negotiated to be included in this Resale offer.

- 1) Auto Redial/Call Return..... This feature allows a customer to redial a number when a Busy signal is encountered.
- 2) Auto Call Back/Repeat Dialing.... This feature allows a customer to automatically return the most recent incoming call, even if it is not answered.

The following CLASS subscription service is available for Local Resale. CLEC requires a usage record in order to provide call trace information to law enforcement authorities.

- 1) Call Trace..... This feature allows the tracing of nuisance calls.

The following are CLASS services only available through monthly subscription and are available for Local Resale only on a monthly subscription basis.

- 1) 3-Way Calling..... This feature allows for three (3) Parties to communicate on one line.
- 2) Automatic Redial..... This feature allows a customer to automatically redial the last number dialed.

To provide for the transfer and billing of these features the following requirements apply:

For the following CLASS subscription and “per use” (STAR) Features the ‘Miscellaneous Charge Line Summary Non-Detail Charge’ 10-01-18 record should be used and be populated as follows:

CONNECT TIME	POSITIONS 55 - 60	MUST BE POPULATED
TO PLACE/ST.	POSITIONS 135 - 146	1) AUTO REDIAL/CALL RETURN Feature Code 32, 62, 60
TO PLACE/ST.	POSITIONS 135 - 146	2) AUTO CALL BACK/REPEAT DIALING POPULATE WITH Feature Code 33, 61, 63
TO PLACE/ST.	POSITIONS 135 - 146	3) CALL TRACE POPULATE WITH Feature Code 70
TO PLACE/ST.	POSITIONS 135 - 146	4) 3-Way Calling NOT APPLICABLE
TO PLACE/ST.	POSITIONS 135 - 146	5) AUTOMATIC REDIAL NOT APPLICABLE

NOTE: For fields not specifically defined, the standard EMR format for a 10-01-08 record should be used.

ATTACHMENT 15
LOCAL NUMBER PORTABILITY
AND NUMBER ASSIGNMENT

LOCAL NUMBER PORTABILITY AND NUMBER ASSIGNMENT

1. Provision Of Local Number Portability

Until the implementation of Permanent Number Portability (PNP) in accordance with rules set forth by the FCC or the Commission, NEVADA will agree to provide CLEC with Interim Number Portability (INP) upon 60 days written notice, provided it is a form of INP Pacific Bell has been ordered to implement in California. The written notice will specify which form of INP and which Central Office CLEC wants the INP deployed in. CLEC understands that all forms of INP may not be possible in certain rural NEVADA Central Offices. CLEC and NEVADA shall provide Interim Number Portability to each other, within the same Wire Center boundaries, pursuant to the terms of this contract (including the charges as specified in Attachment 8 to this Agreement). Each Party agrees to provide the same forms of INP and will provide INP with minimum impairment of functionality, quality, reliability and convenience to the other Party's subscriber. Each Party will provide PNP as soon as it is technically feasible, in conformance with FCC rules and the Act.

2. Interim Number Portability (INP)

2.1 INP shall be provided by Directory Number Call Forwarding ("DNCF"), Flexible Direct Inward Dialing ("Flex DID"), Route Indexing ("RI") or Local Exchange Routing Guide ("LERG") Reassignment as provided herein. The Party that operates the switch to which the number is ported ("Ported-to Party") shall specify on a per telephone number or customer type basis which method is to be employed, and the Party that operates the switch from which the number is ported ("Porting Party") shall provide such method to the extent technically feasible. Both Parties agree to release ported telephone line numbers which were ported using INP methods other than LERG Reassignment, back to the Porting Party assigned an NXX in the LERG when the ported telephone line number "becomes vacant" (i.e., when the ported number is no longer in service for the customer originally assigned the ported number), and any applicable referral/intercept period has expired.

2.2 Directory Number Call Forwarding (DNCF)

2.2.1 When DNCF is used to provide INP, calls to the ported number will first route to the Porting Party's switch. The Porting Party's switch will then forward the call to a second "ported to" number with an NXX associated with the Ported-to Party's switch. If necessary to handle multiple simultaneous calls to the same ported telephone number, the Ported-to Party may order up to ninety-nine (99) paths for the provisioning of DNCF.

2.2.2 NEVADA shall provide DNCF INP to CLEC pursuant to the terms of this Agreement, (including any modification subsequently adopted by the Commission) filed by NEVADA.

2.2.3 DNCF and CLEC's equivalent DNCF INP service calls will be delivered over Local Interconnection Trunk Groups. Each Party's customers will have the ability to receive collect calls and bill to third party numbers. Call quality will be equivalent to that which other RCF customers receive.

2.3 **Flex DID**

2.3.1 When Flex DID is used to provide INP, calls to the ported number will first route to the Porting Party's switch. The Porting Party's switch will then direct calls to the ported number over direct trunks dedicated to Flex DID to the Ported-to Party's switch. When technically feasible and generally available in Pacific Bell's network, non-dedicated trunks will be used. At the option of the Ported-to Party, and where technically feasible, Flex DID may be used to port either a block of telephone numbers or an individual telephone number, and Flex DID may be provisioned to allow a full ten (10) digit telephone number to be sent to the Ported-to Party's switch.

2.3.2 Flex DID will be delivered over dedicated truck groups using either MF or SS7 signaling, where technically feasible, at the option of the Ported-to Party.

2.4 **Route Indexing**

2.4.1 Route Indexing (RI) may take two forms: Route Indexing Portability Hub (RI-PH) or Directory Number Route Index (DN-RI).

2.4.2 DN-RI is a form of RI that requires direct trunking between the Porting Party's switch to which the ported number was originally assigned and the Ported-to Party's switch to which the number has been ported. The Porting Party's switch shall send the originally dialed number to the Ported-to Party's switch without the use of steering digits.

2.4.3 RI-PH will be delivered over Local Interconnection trunk groups. DN-RI will be delivered over either direct trunks using SS7 signaling, Local Interconnection Trunks, or other technically feasible trunking arrangements generally available in Pacific Bell's network.

2.4.4 If the tandem switch is not operated by the Porting Party, the Porting Party will make whatever process and compensation arrangements with the tandem provider that are necessary to implement the steering digits for RI-PH.

2.5 LERG Reassignment

If a customer has an entire NXX code and transfers from the Porting Party to the Ported-to Party, portability for that customer shall be provided by utilizing reassignment of the NXX code to the Ported-to Party through the Local Exchange Routing Guide (LERG). Updates to translations in the Porting Party's switching office to which the ported numbers were originally assigned will be made by the Porting Party prior to the date on which LERG changes become effective, in order to redirect calls to the Ported-to Party's switch via route indexing.

3. Other Interim Number Portability Provisions

- 3.1 CLEC will forego terminating Switched Access Revenues associated with the INP products listed herein, and NEVADA, in turn, will forego monthly recurring charges for the products.
- 3.2 With DNCF, Flex DID with SS7, DN-RI, or RI-PH, the Parties shall exchange SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in each Party's network
- 3.3 Each Party shall disclose to the other Party any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office. Both Parties shall cooperate in the process of porting numbers to minimize customer out-of-service time, including updating switch translations where necessary.
- 3.4 With respect to 911 service associated with ported numbers under INP, the Porting Party agrees that all ported Directory Numbers (DN) will remain in the Public Service Answering Points (PSAP) routing databases. When DNCF is used, it is the responsibility of the Ported-to Party to provide both the ported numbers and ported to numbers to the Porting Party to be stored in the Porting Party's appropriate databases. CLEC will input the ported number and the ported to number with CLEC's data via the E911 Management System (MS) Gateway for storage in the MS. The Ported-to Party shall have the right to verify the accuracy of the information in the appropriate databases. CLEC may verify the accuracy of the information in the E911 MS via the MS Gateway.

4. Permanent Number Portability (PNP)

- 4.1 The Parties agree to implement PNP, in compliance with FCC or Commission orders, and pursuant to accepted Local Number Portability Network Interface Specifications.
- 4.2 Both Parties agree to release ported telephone line numbers back to the original carrier assigned an NXX in the LERG when they “become vacant” (i.e., when they are no longer in service for the original customer), and any applicable referral/intercept period has expired. The Parties agree to comply with such industry guidelines as may be established for the treatment of vacant telephone numbers.
- 4.3 The Parties will agree to perform database queries consistent with FCC requirements.
- 4.4 Except as agreed herein, each Party shall recover its costs for PNP in accordance with FCC or Commission orders.
- 4.5 The Parties agree that service provider number portability using PNP is limited to NEVADA’s Wire Center boundaries. Users who change their physical address location within that Wire Center will be able to retain the porting of their existing telephone number.
- 4.6 Upon request, the Porting Party shall provide the Ported-to Party with credit status for the Ported-to Party’s subscribers whose numbers are porting.

5. Requirements For INP And PNP

5.1 Cut-Over Process

The Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. This may include, but not be limited to, the Porting Party promptly updating its network element translations following notification by the industry Service Management System, or ported-to local service provider, and deploying such temporary translations as may be required to minimize service outage, e.g., unconditional triggers. The Parties agree to comply with such industry guidelines as may be established for the cut-over process.

5.2 Testing

Both Parties shall cooperate in conducting testing to ensure interoperability between systems. Each Party shall inform the other Party of any system updates that may affect the other Party’s network and each

Party shall, at the other Party's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

5.3 Non-Geographical Numbers

Neither Party shall be required to provide Number Portability for non-geographic services (i.e., 500, 700 and 900 Service Access Codes (SACs), and similar services) under this Agreement.

5.4 Engineering and Maintenance

Both Parties will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at least at parity with that provided by the other Party to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation. Additional specific engineering and maintenance requirements shall apply as specified in this Agreement. For subscribers ported by INP using DNCF, Flex DID, or RI, the Ported-to Party shall perform appropriate testing to isolate trouble prior to referring repair requests to the Porting Party. For subscribers ported by PNP, trouble shooting by the Porting Party shall generally involve verification that a proper location routing number has been entered into the system, and other trouble shooting as may be established in industry guidelines.

5.5 Treatment of Telephone Line Number Based Calling Cards

5.5.1 NEVADA shall remove from the Line Information Data Base (LIDB) all existing NEVADA issued Telephone Line Number (TLN)-based card numbers issued to a customer, when that customer ports the associated telephone numbers to CLEC.

5.5.2 Other LIDB provisions are specified in this Agreement.

6. Assignment Of NXX Codes And Telephone Numbers

6.1 The Parties agree, in principle, that the administration and assignment of Central Office Codes ("NXXs") should be moved from NEVADA to a neutral third party. In the interim, where Pacific Bell functions as NEVADA's Code Administrator, the following provisions apply:

6.1.1 Each Party will comply with Industry Carriers Compatibility Forum (ICCF) Central Office Code (NXX) Assignment Guidelines, INC 95-0407-008 ("ICCF Guidelines").

- 6.1.2 Unless the FCC adopts rules that differ from the ICCF Central Office Code Assignment Guidelines, Pacific Bell will assign NXX codes on NEVADA's behalf to CLEC according to those Guidelines in a competitively neutral manner and on a basis no less favorable than that on which NEVADA assigns codes to itself. These Number Administrator functions will be provided without charge. Number Administrator functions do not include opening NXX Codes.
- 6.1.3 It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall charge the other Party for changes to switch routing software necessitated by the creation, assignment or reassignment or activation of NPA or NXX codes. CLEC agrees that NEVADA will not deal with the neutral code administrator for payments related to CLEC code administration.
- 6.1.4 The Parties will each be responsible for the electronic input of their respective number assignment information into the Routing Database System.
- 6.1.5 The Parties will provide to each other test-line numbers and access to test lines, including a test-line number that returns answer supervision in each NPA-NXX opened by a Party.
- 6.1.6 Pacific Bell, in its role as the NEVADA's Code Administrator, will provide routine reporting on NXX availability, consistent with the orders of the Commission.
- 6.1.7 The Parties agree that any forecasts required to be submitted prior to establishment of an independent third party administrator will be considered confidential and proprietary, and will only be made

available to the California Code Administrator for the purposes of code assignment and administration.
- 6.2 In those circumstances where CLEC assigns its customers telephone numbers from an NXX assigned in the LERG to NEVADA, CLEC shall be able to obtain and assign telephone numbers from NEVADA in the same manner that NEVADA performs these functions for its own customers.
 - 6.2.1 CLEC can request, review, reserve, exchange and return telephone numbers for up to five basic exchange or COPT lines or single-line ISDN, on an electronic, real-time basis to allow assignment during service negotiation with the CLEC's customer. Such access shall

be provided as described with respect to the Operations Support Services (OSS) functions set forth in Attachment 11, Appendix A.

6.2.2 Number assignments other than those described in Section 6.2.1. above, including specialty numbers and complex product assignments, will be obtained through a telephone call to the Number Assignment Center (NAC) via the LSC.

6.3. CLEC will be provided with electronic access for additional number products as soon as such access is made available by NEVADA. Such access shall be provided as described with respect to other OSS functions set forth in Attachment 11.

7. **Applicability**

It is NEVADA'S position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

ATTACHMENT 16
SECURITY

1. Protection of Service and Property

- 1.1. For the purpose of notice permitted or required by this Attachment, each Party shall provide the other Party an SPOC available twenty-four (24) hours a day, seven (7) days a week.
- 1.2. NEVADA and CLEC shall each exercise the highest degree of care to prevent harm or damage to the other Party, its employees, agents or customers, or their property. 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.
- 1.3. Each Party having on its premises any equipment, support equipment, systems, tools and data of the other Party, or spaces which contain or house the other Party's equipment or equipment enclosures, shall restrict access thereto to employees and authorized agents of that other Party.
- 1.4. NEVADA shall use electronic controls to protect all spaces which house or contain CLEC equipment or equipment enclosures, but if electronic controls are not available, NEVADA shall either furnish security guards at those NEVADA locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, NEVADA shall permit CLEC to install silent intrusion alarms back to manned sites. CLEC agrees that NEVADA shall be the SPOC with all law enforcement authorities or public agencies with respect to problems or alarms related to CLEC's equipment or equipment enclosures located on NEVADA's premises. In no event will CLEC contact law enforcement authorities or public agencies as a result of a silent alarm.
- 1.5. NEVADA shall furnish to CLEC a current written list of NEVADA's employees who NEVADA authorizes to enter spaces which house or contain CLEC equipment or equipment enclosures, with samples of the identifying credentials to be carried by such persons.
- 1.6. CLEC shall furnish to NEVADA a current written list of CLEC's employees or agents who CLEC authorizes to enter NEVADA's Central Offices, with samples of identifying credentials to be carried by such persons.
- 1.7. With respect to any equipment, support equipment, systems, tools and data of one Party on the premises of the other Party, or spaces which contain or house the other Party's equipment or equipment enclosures, each Party shall comply with the security and safety procedures and requirements of the Party that owns or controls the premises, including but not limited to sign-in, identification and escort requirements.

- 1.8. NEVADA shall allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time within normal business hours and shall furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space. In the event of an emergency, CLEC shall contact a SPOC provided by NEVADA for access to spaces which house or contain CLEC equipment or equipment enclosures. Such NEVADA SPOC shall be available to receive calls from CLEC twenty-four (24) hours a day, seven (7) days a week and make access available to CLEC within three (3) hours after receiving a call from CLEC.
- 1.9. NEVADA agrees not to use card access readers and devices that use cards which are encoded identically, or that use mechanical coded locks on external doors or on internal doors to spaces which house mission critical equipment or equipment which supports the mission critical equipment.
- 1.10. Keys used in NEVADA's keying systems for spaces which contain or house CLEC equipment or equipment enclosures shall be limited to NEVADA employees and representatives for emergency access only. CLEC shall have the right to require NEVADA to change locks at NEVADA's expense where there is evidence of inadequate security. In all other cases, CLEC may require NEVADA to change locks at CLEC's expense.
- 1.11. NEVADA shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house CLEC equipment or equipment enclosures.
- 1.12. NEVADA shall use best efforts to provide notification within two (2) hours to designated CLEC personnel to indicate an actual or attempted security breach.

2. Additional Provisions Applicable to Collocation Spaces

- 2.1. NEVADA shall be responsible for the security of CLEC's collocation spaces. Security measures shall meet or exceed CLEC's requirements. If a security issue arises or if CLEC believes that NEVADA's security measures fail to meet CLEC's requirements, CLEC shall notify NEVADA and the Parties shall work together to address the problem. NEVADA shall, at a minimum, do the following.
 - 2.1.1. NEVADA shall design collocation cages to prevent unauthorized access.

- 2.1.2. NEVADA shall establish procedures for controlling access to the collocation areas by employees, security guards and others, Those procedures shall limit access to the collocation equipment areas to NEVADA's employees, agents or invitees having a business need to be in these areas. NEVADA shall require all persons entering the collocation equipment areas to wear identification badges.
- 2.1.3. NEVADA shall provide card key access to all collocation equipment areas, along with a positive key control system for each collocators cage area.
- 2.1.4. In emergency situations common courtesy will be extended between CLEC and NEVADA's employees, including the provision of first aid and first aid supplies. Bathroom access will be provided where available in common areas.
- 2.2. CLEC security personal may audit the collocation area at a NEVADA location for compliance with security procedures.
- 2.3. CLEC shall limit access of CLEC's employees directly to and from their collocation cages and will not enter unauthorized areas under any circumstances.

3. Disaster Recovery

- 3.1. NEVADA shall maintain for CLEC the same level of disaster recovery capability to be used in the event of a system failure or emergency as NEVADA provides for itself. NEVADA will provide CLEC with a written summary of such capability within thirty (30) days after the effective date of this Agreement, subject to the non-disclosure provisions of this Agreement.

4. Data Protection

- 4.1. Each Party shall install controls in any of its data bases to which the other Party has access:
 - 4.1.1. to deny access to data base users after a pre-determined period of inactivity and
 - 4.1.2. to protect the other Party's proprietary information and the other Party's customer proprietary information.

- 4.2. NEVADA shall maintain controls over databases used by CLEC to protect both ongoing operational and update integrity, at parity with control features that NEVADA provides to itself.
- 4.3. Each Party shall assure that all approved system and modem access is secured through security servers. Access to or connection with a network element shall be established through a secure network or security gateway.
- 4.4. With respect to access to the network or gateway of the other Party, each Party will comply with the other Party's corporate security instructions for computer and network security.

5. Network Fraud Control

- 5.1. NEVADA shall make available to CLEC for use with any services provided by NEVADA to CLEC under this Agreement all present and future fraud control features, including prevention, detection, or control functionality utilized in NEVADA's network. At present these features include (i) disallowance of call forwarding to international locations and 10XXX/101XXX cut-through, (ii) coin originating AN1 II digits, (iii) dial tone reorigination patches, (iv) terminating blocking of 800/888 and (v) 900 blocking.
- 5.2. In addition, subject to section 6.3 below and Section 1.6 of Attachment 6, NEVADA shall provide partitioned access within pertinent Operations Support Systems ("OSS") for fraud control.

6. Rates

- 6.1. Terminating blocking of 800 and 900 blocking are available as Local Services, at the rates specified in Attachment 8.
- 6.2. Disallowance of call forwarding to international locations and 10XXX/101XXX cut-through, coin originating ANI II digits, and dial tone reorigination patches, are available with Local Services, basic exchange service or LSNE, at no additional charge.
- 6.3. Future fraud control features and functionalities will be available at a charge, if any, determined pursuant to the Act, regulations thereunder and relevant FCC and Commission decisions.

7. Law Enforcement Interface

- 7.1. Each Party shall provide the other Party with a single point of contact to interface on a twenty-four (24) hour, seven (7) day a week basis on law enforcement and service annoyance issues, including, without limitation, call traces, wiretaps and traps.
- 7.2. NEVADA will provide necessary assistance to law enforcement personnel to facilitate the execution of court orders addressed to NEVADA that authorize wiretaps and dialed number recorders relating to services and facilities of CLEC customers. NEVADA will notify law enforcement personnel that the court order applies to an CLEC circuit, not a NEVADA circuit. NEVADA will bill the appropriate law enforcement agency for these services under its customary practices.
- 7.3. When requested by CLEC for security purposes, NEVADA shall use reasonable best efforts to provide CLEC with Recorded Usage Data within two (2) hours of the call completion but in any event shall provide such data not later than twenty-four (24) hours of call completion. The Recorded Usage Data may be provided in AMA format.
- 7.4. CLEC will serve as agent for CLEC Customers in regard to call annoyance issues. NEVADA shall refer to CLEC any calls from CLEC Customers with regard to call annoyance.. Upon CLEC's request for line identification due to CLEC's customer receiving harassing calls, NEVADA will provide line identification and pass through appropriate fees to CLEC where CLASS features are unavailable for CLEC's end user. CLEC bears primary responsibility for all aspects of investigating harassing and annoyance call complaints from its customers; NEVADA will cooperate with CLEC to resolve such complaints. CLEC is responsible for all interaction with law enforcement agencies.

8. Applicability

It is NEVADA'S position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

ATTACHMENT 17

PERFORMANCE MEASURES

**PERFORMANCE MEASUREMENTS
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Introduction

- I. Pursuant to Section 11 of this Agreement, Section A of this Attachment 17 sets forth the performance measurements applicable on an interim basis to Local Services, Network Elements or Combinations provided under this Agreement. These measurements will be modified based upon the outcome of an investigatory docket opened by the Commission to review and evaluate appropriate performance measurements for ILECs, including NEVADA, to consistently insure that there is fair and effective competition in the local exchange market in Nevada.

As experience is acquired under this Agreement with the new business processes established, the Parties expect to learn which measurements set forth in Section A are more or less useful than others. The Parties also expect that experience will show whether new measurements are needed or whether certain existing measurements are not needed. Accordingly, while this Agreement is in effect, either Party may, from time to time, request the addition, deletion or modification of the measures set forth in Section A. For example, the Parties will work together in good faith to develop an appropriate measure for Held Orders. In the event the Parties cannot agree on such addition, deletion or modification they will submit such dispute for resolution to an Inter-Company Review Board, as identified in Section 3.1 of Attachment 3 to this Agreement provided, however, that the other provisions of Attachment 3 shall not apply.

Unless otherwise stated, NEVADA shall make monthly reports to CLEC for all performance measures. Should a dispute arise concerning the accuracy of any of NEVADA's measurements, CLEC may audit them under procedures set out in Section 10.9 of the Umbrella Agreement.

NEVADA will provide the monthly results for both NEVADA retail and CLEC local, as well as data sufficient for CLEC to determine that the calculation was based on complete data and the calculation itself is accurate and complete.

- II. "Parity" Defined: NEVADA shall provide services to CLEC that, for any relevant period of measurement, have substantially the same characteristics of timeliness and performance as NEVADA provides at retail and, for such purpose, those services shall be deemed to have substantially the same characteristics for any population of thirty (30) or more observations if it has the same statistical distribution at the 90% confidence interval. Service Parity is achieved when NEVADA's service performance, as defined by the designated comparable measures, is within 1.65 standard deviations (90% confidence level) of the average retail performance for the equivalent retail product or service, subject to the definitions contained within this Attachment 17. The calculation of 1.65 standard deviations will be based on the most recent two full calendar quarters of actual performance and revised quarterly. As used in the preceding sentence, NEVADA's "average retail performance for the equivalent retail product or service" shall be calculated using all available observations of NEVADA performance, rather than any form of sampling. "NEVADA's service performance" for CLEC shall, similarly, be calculated using all available observations. Average performance will be measured and reported monthly for each comparable measure. Performance credits will apply when performance is not at parity.

Service Parity applies to the comparable measures only; other agreed to performance measures will be based on specified service measurements.

It is NEVADA'S position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

Section A

A.1 Provisioning Performance Measurements

1. % Installation Appointments Commitment Met

Definition:

This measures how well NEVADA fulfilled the due date commitment received on the Firm Order Commitment (FOC) for each service order. (e.g., The due date is 4/01/96 am, service is installed and the order is completed 4/01/96 am). This measure excludes disconnect order types.

Method of Calculation:

This metric will be at parity with services NEVADA offers to itself and its affiliates.

$\frac{\text{Total number of orders completed on time}}{\text{Total number of orders completed}} \times 100$
--

Reporting Period:

Monthly, and sorted by business, residence, ISDN, and trunks .

NEVADA agrees to further sort results by service order activity type if capability is reasonably available.

2. % Trouble Reports Within 30 Days

Definition:

This measures the number of trouble reports that occur within the first 30 days of service installation (e.g., Service is installed on 4/01/96, a trouble is reported on 5/01/96).

Method of Calculation:

This metric will be at parity with services NEVADA offers to itself and its affiliates.

$\frac{\text{Total number of installations with trouble reported within 30 days from compl.}}{\text{Total number of service orders completed}} \times 100$
--

Reporting Period:

Monthly, and sorted by Business, Residence, ISDN, and trunks.

3. Installation Intervals

Definition:

This measures whether the average interval quoted to complete CLEC initiated service orders is at parity with average intervals quoted to NEVADA's retail customers.

Measures total interval from point at which NEVADA receives an order for service/features and ending when service order is installed and complete. To be measured and sorted by the following order types:

	Field work required	No Field work required	Features only
Business			
Residence			
ISDN			

Method of Calculation:

NEVADA will provide the average due date intervals quoted to its retail customers compared to the average due date intervals quoted to CLEC local.

Reporting Period:

Monthly

4. Firm Order Confirmation (FOC) or Rejects Received in <4 Hours (Pre Electronic Interface)

Definition:

This measures the frequency the supplier sends a FOC or rejects within the specified timeframe of 4 hours. (e.g., Service order sent on 4/01/96 at 10:00 am, FOC sent no later than 4/01/96 at 1:59 PM.) This measurement is applicable in a pre Electronic Interface (Gateway) environment.

Method of Calculation:

$\frac{\text{Total Number of FOC's or Rejects returned in <4 Hours}}{\text{Total Number of FOC's or Rejects to be returned}} \times 100$
--

Report Period:

Monthly

5. Firm Order Confirmation (FOC) or Rejects Received in <15 Seconds (Post EI)

Definition:

This measures the frequency the supplier sends a FOC or rejects within the specified timeframe of 15 seconds. (e.g., Service order sent on 4/01/96 at 10:00:00 am, FOC sent no later than 4/01/96 at 10:00:15 AM.) This measurement is applicable in a post Electronic Interface (Gateway) environment.

Method of Calculation:

$\frac{\text{Total Number of FOC's or Rejects returned in <15 Seconds}}{\text{Total Number of FOC's or Rejects to be returned}} \times 100$

Report Period:

Monthly

6. Firm Order Confirmation, Rejects, and Jeopardies Quality - % Accurate and Complete

Definition:

This measures the accuracy and completeness of FOCs, rejects, and jeopardies returned to CLEC.

Method of Calculation:

$\frac{\text{Total Number of FOCs, Rejects, and Jeopardies returned accurately and complete < 4 hours}}{\text{Total Number of FOCs, Rejects, and Jeopardies to be returned for the month}} \times 100$
--

Reporting Period:

Monthly

7. Notification of Migration from CLEC to Other LSP - % On Time

Definition:

This measures the timeliness of migration notifications to CLEC.

Method of Calculation:

Measurements will be calculated by Business, Residence, ISDN, and LINKS.

$\frac{\text{Total Number of Migration Notifications returned } \leq 16 \text{ Business Hours}}{\text{Total Number of Migration Notifications returned for the month}} \times 100$
--

Reporting Period:

Monthly, and sorted by Business, Residence, ISDN, and LINKS.

8. Speed of Answer (a) and (b)

Definition:

This measures the speed at which the supplier answers the phone when CLEC calls for a telephone number (TN) assignment and street address validation, etc. (e.g., If CLEC calls at 10:01:10, the supplier should pick-up the phone no later than (a)10:01:30, and (b)10:01:40.

Method of Calculation:

(a)	<u>Number of times the phone was answered in <20 seconds</u>	
	Total number of calls received	x 100
(b)	<u>Number of times the phone was answered in <30 seconds</u>	
	Total number of calls received	x 100

Reporting Period:

Monthly

9. Requests for Assignment of Telephone Numbers Returned Immediately (Post EI)

Definition:

This measures the timeframe it takes to provide CLEC with telephone number assignments on demand. This measurement is applicable in a post electronic interface (Gateway) environment.

Method of Calculation:

	<u>Number of Times when Telephone Numbers were Provided on the</u>	
	<u>Initial Call ≤ 2 sec.</u>	
	Total Number of Requests for Telephone Numbers	x 100
	<u>Number of Times when Telephone Numbers were Provided on the</u>	
	<u>Initial Call ≤ 5 sec.</u>	
	Total Number of Requests for Telephone Numbers	x 100

Reporting Period:

Monthly

10. Requests for Telephone Numbers Returned Immediately (Pre EI)

Definition:

This measures the timeframe it takes to provide CLEC with telephone number requests on demand. This measurement is applicable in a pre electronic interface (Gateway) environment.

Method of Calculation:

$\frac{\text{Number of Times when Telephone Numbers were Provided on the Initial Call.}}{\text{Total Number of Requests for Telephone Numbers}} \times 100$

Reporting Period:

Monthly

11. Requests for >30 Telephone Numbers

Definition:

As a measurement of comparable service this metric will be at parity with NEVADA's retail service. This measures the timeframe it takes to provide CLEC with more than 30 telephone number requests. Ranges of telephone numbers and associated timeframes to be defined by NEVADA.

Method of Calculation:

$\frac{\text{Number of Times when Telephone Number were Provided by Close of Business on Next Business Day}}{\text{Total Number of Requests for More than 30 Telephone Numbers}} \times 100$
--

12. Timeliness of Providing Pre-Order Information (Post EI)

Definition:

This measures the timeframe it takes to provide CLEC with Customer Service Records (CSR), due date reservation, feature function availability, facility availability, street address validation, and appointment scheduling. This measurement is applicable in a post electronic interface (Gateway) environment.

Method of Calculation:

$\frac{\text{Pre-Order Information Received } \leq 2 \text{ Sec.}}{\text{Total Pre-Order Information Requests}} \times 100$
$\frac{\text{Pre-Order Information Received } \leq 5 \text{ Sec.}}{\text{Total Pre-Order Information Requests}} \times 100$

Reporting Period:

Monthly

13. Requests for Customer Service Records (CSR) (Pre EI) (smaller volume orders)

Definition:

Measures the percent of Customer Service Records sent to CLEC within the specified number of hours after receiving the request. This measurement applies to less than seven (7) Basic Exchange lines billed under one number and less than seven (7) Centrex lines or seven (7) PBX trunks, or seven (7) ISDN lines, billed under one number. Measurements will be calculated by Business (Single and Multi-line, Centrex, PBX Trunks and ISDN), Residence and LINK. This measurement is applicable in a pre electronic interface (Gateway) environment.

Method of Calculation:

$\frac{\text{Number of CSRs received <X* Hours}}{\text{Total Number of Requests for CSR}} \times 100$

* During the first 30 days from the date of CLEC's first live order, the measurement will be CSRs received by CLEC in less than 8 business hours after CLEC's request. From then on, the measurement will be CSRs received by CLEC in less than 4 business hours after CLEC's request.

CSRs will be provided via facsimile or Federal Express, at CLEC's option. The measurement begins when NEVADA receives CLEC's request and ends when CLEC receives the CSR from NEVADA, as documented by the time stamp on the facsimile or Federal Express envelope.

Reporting Period:

Monthly, sorted by Business (business includes Single and Multi-line, Centrex, PBX Trunks and ISDN), and Residence.

14. Requests for Customer Service Records (CSR) (Pre EI) (7 lines or greater)

Definition:

Measures the percent of Customer Service Records sent to CLEC within 16 business hours of receiving the request. This measurement applies to requests for CSRs exceeding the volumes specified above in paragraph 13. Measurements will be calculated by Business (Single and Multi-line, Centrex, PBX Trunks and ISDN, Residence and LINK. This measurement is applicable in a pre electronic interface (Gateway) environment.

Method of Calculation:

$\frac{\text{Number of CSRs received <16 business Hours}}{\text{Total Number of Requests for CSRs}} \times 100$

CSRs will be provided via facsimile or Federal Express, at CLEC's option. The measurement begins when NEVADA receives CLEC's request and ends when

CLEC receives the CSR from NEVADA, as documented by the time stamp on the facsimile or Federal Express envelope.

Reporting Period:

Monthly, and sorted by Business (Single and Multi-line, Centrex, PBX Trunks and ISDN) and Residence.

15. Local PIC Change - % On Time

Definition:

This measures the timeliness of processing primary interexchange carrier (PIC) changes.

Method of Calculation:

$\frac{\text{Total Number of PIC Changes Completed Within 24 Hours}}{\text{Total Number of PIC Change Requests}} \times 100$
--

Reporting Period:

Monthly

16. % Service Order Completion On Time (Post EI)

Definition:

This measures the timeliness of Service Order Completion Notifications. Completion Notifications are to be received by CLEC within 30 minutes of completion. This measurement is applicable to a post electronic interface (Gateway) environment.

Method of Calculation:

$\frac{\text{Total Number of Completions Received within 30 minutes of completion}}{\text{Total Number of Completions Received}} \times 100$
--

Reporting Period:

Monthly

17. % Service Order Completion On Time (Pre EI)

Definition:

This measures the timeliness of Service Order Completion Notifications. Completion Notifications are to be received by CLEC within 12 business hours of completion. This measurement is applicable to a pre electronic interface (Gateway) environment.

Method of Calculation:

$\frac{\text{Total Number of Completions Received within 12 Business Hours of completion}}{\text{Total Number of Completions Received}} \times 100$

Reporting Period:
Monthly

18. Notice of New or Change in Availability of Service Offerings

Definition:
Measures the amount of advance notice provided to CLEC announcing new service offerings or changes in availability of service offerings prior to the effective date. Includes the introduction or discontinuance of any features.

Method of Calculation:

$\frac{\text{Total Number of Notifications Received within 60 days Prior to Effective Date}}{\text{Total Number of New/Changes Effective within 60 days Prior to Effective Date}} \times 100$

Reporting Period:
Quarterly, results reported within ten (10) business days from the last day of the Report Period.

19. Forecasting

Definition:
Measures the accuracy of forecasted volumes of Link, or Residence, Business (includes PBX trunk and ISDN) resale lines.

Method of Calculation:

$\frac{\text{Total Number of Forecasted Volumes of Lines}}{\text{Total Number of Actual Lines Ordered}} \times 100$

Reporting Period:
Monthly, and sorted by Business (business includes Centrex, ISDN and PBX trunks) and Residence and Link.

A.2 Maintenance Performance Measurements

(Measurements on Maintenance shall include incidents resulting in a “test O.K.” report but shall exclude incidents in which the NEVADA network is “proven out” or excluded as the cause of the trouble)

1. Repair Bureau Availability

Definition:

Measures the percentage of scheduled time that the Access Provider Repair Bureau (or the Electronic Bonding process) is in operation. Scheduled time is 7 days a week, 24 hours per day, 365 days per year.

Method of Calculation:

$\frac{\text{Total number of hours per month that either the Nevada work center or EBI is unavailable}}{\text{Total Number of hours per month}} \times 100$

Reporting Period:

Monthly

2. Speed of Answer

Definition:

Measures Nevada's speed of answering trouble reports sent by CLEC via a telephone call.

Method of Calculation:

$\frac{\text{Number of call per month answered within "X" seconds}}{\text{Number of calls per month from CLEC to Supplier}} \times 100$ <p><i>Report where "x" = 20 seconds and where "x" = 30 seconds</i></p>
--

Reporting Period:

Monthly

3. % Appointments Met

Definition:

This measures how well NEVADA fulfilled the due date and time commitment to resolve and close a trouble condition reported by CLEC. True commitments, or estimates of time-to-restore (ETTR), should always be given by NEVADA.

Method of Calculation:

$\frac{\text{Number of times trouble was resolved within the ETTR}}{\text{Number of times ETTR was required}} \times 100$

This metric will be at parity with services NEVADA offers to itself and its affiliates.

Reporting Period:

Monthly, and sorted by Business (business includes Centrex, ISDN and PBX trunks) and Residence.

4. Time To Restore - Out Of Service (OOS) - Visit (Dispatch) Required

Definition:

Measures the distribution of time required to restore service with the condition that the customer is out of service (OOS) and a dispatch is required. The time to restore is measured from the time NEVADA provides CLEC with a trouble ticket number until NEVADA notifies CLEC of trouble clearance or end-user restoration.

Method of Calculation:

<u>Total Number of OOS/Dispatch Required Resolved ≤ 4 Hours</u>	
Total Number of OOS/Dispatch Required Referrals	x 100
<u>Total Number of OOS/Dispatch Required Resolved ≤ 8 Hours</u>	
Total Number of OOS/Dispatch Required Referrals	x 100
<u>Total Number of OOS/Dispatch Required Resolved ≤ 16 Hours</u>	
Total Number of OOS/Dispatch Required Referrals	x 100

Reporting Period:

Monthly

5. Time To Restore - Out of Service (OOS) - No Visit (Dispatch) Required

Definition:

Measures the distribution of time required to restore service with the condition that the customer is out of service and a dispatch is not required. The time to restore is measured from the time NEVADA provides CLEC with a trouble ticket number until NEVADA notifies CLEC of trouble clearance or end-user restoration.

Method of Calculation:

<u>Total Number of OOS/No Dispatch Required Resolved ≤ 2</u>	
<u>Hours</u>	
Total Number of OOS/No Dispatch Required Referrals	x 100
<u>Total Number of OOS/No Dispatch Required Resolved ≤ 3</u>	
<u>Hours</u>	
Total Number of OOS/No Dispatch Required Referrals	x 100
<u>Total Number of OOS/No Dispatch Required Resolved ≤ 4</u>	
<u>Hours</u>	
Total Number of OOS/No Dispatch Required Referrals	x 100

Reporting Period:

Monthly

6. Time To Restore - Other/Service Degradation/Feature Problems

Definition:

Measures the distribution of time required to restore a customer's full features, functionality, and performance with the condition that the customer is not out of service.

Method of Calculation:

$\frac{\text{Total Number of Other Service Troubles Resolved } \leq 24 \text{ Hours}}{\text{Total Number of Other Service Trouble Referrals}} \times 100$

7. Network Event / Emergency Network Outage Notification

Definition:

A Network Event/Emergency Network Outage is defined as all category 1 equipment and/or facility failures as enumerated in Attachment 12, Appendix A.

Method of Calculation:

$\frac{\text{Number of Notifications Received within one hour}}{\text{Number of Category 1 Network Events}} \times 100$

Reporting Period:

Monthly

8. Status Call to CLEC

Definition:

- (a) If a commitment of a trouble restoral is missed, NEVADA shall call CLEC regarding the miss. A new commitment date and time should be given at this time.
- (b) Status on a trouble while it is being fixed (i.e., progress information) will be asked of NEVADA by CLEC.

Method of Calculation:

$\frac{\text{Total Number of Times Status Met Measurement Criteria}}{\text{Total Number of Opportunities for Status Required}} \times 100$
<p><u>Measurement Criteria</u></p> <ol style="list-style-type: none">1. <i>Notification provided within 1 hour of missed restoral.</i>2. <i>Status on a current trouble report given immediately upon request.</i>3. <i>Status on a restoration reported within 10 minutes of restoral</i>

Reporting Period:

NEVADA agrees this to be a valid measurement; however, NEVADA is unable to track an accurate measurement internally without performing an audit at this time.

At CLEC's request, an Audit will be conducted covering a mutually agreed-upon timeframe (Maximum Audit Requests - Once Within a 12-Month Period).

9. % Repeat Troubles within 30 Days

Definition:

The repeat rate includes troubles received on the same telephone line within the current plus previous report month. Any time a customer reports two or more troubles on the same telephone line, this will be considered one repeat.

Method of Calculation:

This metric will be at parity with services NEVADA offers to itself and its affiliates. Subsequent trouble reports on the same line are not included in this calculation.

$\frac{\text{Number of telephone lines reporting } \geq 2 \text{ troubles in the previous 30 days}}{\text{Number of troubles in the previous 30 days}} \times 100$
Count those troubles with a second trouble ticket coded out as Came Clear (CC), Central Office (CO), Facility (FAC), or Station (STA) that follow an initial ticket coded out as any Found or Non Found disposition.

Reporting Period:

Monthly, and sorted by business, residence, ISDN, and trunks.

10. Troubles per 100 Lines

Definition:

The metric measures the number of troubles per 100 lines per month.

Method of Calculation:

This metric will be at parity with services NEVADA offers to itself and its affiliates.

$\frac{\text{Number of troubles per month}}{\text{Number of Lines}} \times 100$ <p><i>Exclude troubles caused by Customer Education</i></p>

Reporting Period:

Monthly, and sorted by business, residence, ISDN, and trunks.

A.3 Directory Assistance Performance Measurements

1. System Availability (Voice)

Definition:

Measures availability of the Directory Assistance Voice (DA) system. Scheduled availability is twenty-four hours a day, seven days a week.

Method of Calculation:

$\frac{\text{Number of hours per month that the DA System is unavailable.}}{\text{Total Number of Hours Per Month (24 hrs per day, 7 days per week)}}$
--

Reporting Period:

Monthly

2. % Notification of Outages

Definition:

Measures timeliness of notification to CLEC of any outage and blockage in the Directory Assistance (DA) Network.

Method of Calculation:

$\frac{\text{Number of Outage Notifications made within 15 minutes}}{\text{Number of Outages}} \times 100$
--

Reporting Period:

Monthly

3. Outage Notification Interval Definition

Definition:

Measures timeliness of NEVADA's submission in writing to its regional CLEC Customer Connectivity Performance Management contact of notice of any major outages or blockages in the NEVADA Assistance (DA) access network. The following specific information is required:

- Numbering Plan Areas (NPAs) affected
- Date and time of outage/blockage
- Length of outage/blockage
- Root cause of outage/blockage
- Gap Closure plan

Method of Calculation:

$\frac{\text{Number of Outage notifications within 2 Business Days}}{\text{Number of Outages}} \times 100$
--

4. Restoral Status Interval (Voice)

Definition:

Measures timeliness of NEVADA's notification to the CLEC Operations Center of the prospects for service restoral on a proactive basis.

Method of Calculation:

$\frac{\text{Number of Restoral Notifications Made Within 30 minutes of Request}}{\text{Number or Restorals}} \times 100$

Reporting Period:

Monthly

5. Restoral Notification Interval (Voice)

Definition:

Measures timeliness of NEVADA's notification to the CLEC RNOC after DA service is restored.

Method of Calculation:

$\frac{\text{Number of Restoral Notifications Made Within 15 minutes}}{\text{Number or Restorals}} \times 100$
--

Reporting Period:

Monthly

6. Time to Answer (Voice)

Definition:

Time to Answer (TTA) is defined as the time the customer's call is received in NEVADA's DA switch to the time the call is attached to the DA Operator's position. The measurement should be determined for the complex or base unit, except where NEVADA's DA is a single DA Bureau served by NEVADA's DA switch.

1. 85% or more of calls answered in 12 seconds.
2. For VRU service, 100% of calls answered within 2 seconds

Reporting Period:

Monthly

**A.4 Local Wholesale Billing
Performance Measurements**

The Performance Measurements in this Section A.4 are under further development, by mutual agreement, and will be included in the separate Pre-Bill Certification Operating Agreement. Until the Long Term Operating Agreement is in place, a jointly agreed upon manual process will be in place to provide Wholesale Bill financial assurance.

For services that are billable through systems other than CABS (i.e. CENTREX and/or ISDN may require CRIS billing), the Performance Measurements for billing will be established with the implementation of those services.

As CLEC and Pacific Bell develop new or modified measurements for Local Wholesale Billing, the Parties shall meet and confer to determine whether to adopt comparable measurements.

1. Timeliness of Mechanized Local Bill Delivery

Definition:

Measures timeliness of delivery of mechanized bills. (Count begins first day after bill date).

Method of Calculation:

$$\frac{\text{\# of mechanized bills received within ten days}}{\text{\# of mechanized bills processed}} \times 100$$

2. Timeliness of Local Service Order Billing

Definition:

Measures the number of local service orders billed within the current bill cycle.

Method of Calculation:

Calculation will be based on a statistically valid sample of billed orders.

$\frac{\text{Number of local orders billed in correct bill cycle}}{\text{Total Service Orders}} \times 100$

3. Accuracy of Mechanized CABS Bill Format

Definition:

Measures the percentage of mechanized bills that pass CLEC’s validation edit process the first time.

Method of Calculation:

$\frac{\text{Number of accurately formatted CABS Mechanized Bills}}{\text{Total number of CABS mechanized bills}} \times 100$

4. Financial Accuracy of Local Other Charges & Credits Billing

Definition:

NEVADA renders accurate Local Other Charges & Credits billing.

Method of Calculation:

Calculation will be based on a statistically valid sample of OC&C charges.

$\frac{100 - \text{Total Estimated Net Consequences \$ (OC\&C REC + NRC)}}{\text{Total Net OC\&C Billed \$}} \times 100$
--

Definition:

Measures the number of adjustments corrected within the agreed upon timeframes.

Method of Calculation:

$\frac{\text{Errors Corrected in agreed upon timeframe}}{\text{Total Errors}} \times 100$

6. Bill Period Closure

Definition:

Measures the review of each bill within agreed upon time frames.

Method of Calculation:

No Formula Needed

**A.5 Usage Data Transfer
 Performance Measurements**

General Description:

NEVADA will provide Local Usage Information detail in an accurate timely manner. The format and content is described in the Bellcore EXCHANGE MESSAGE RECORD (EMR) document in effect as of the Effective Date of this Agreement and the CLEC Local Resale Data Transfer Requirements.

Because these processes are new, CLEC and NEVADA agree to jointly review and revise these performance measurements as Local Resale is fully implemented to ensure that:

- the processes are stabilized and that agreed upon in-service volumes are met,
- comparative measures of parity with NEVADA's retail processes are established, where appropriate,
- the standards reflect elements required by CLEC to bill end users,
- an accurate baseline using some historical data for resale is in place.

1. % Timeliness

Definition:

NEVADA will mechanically transmit, via CONNECT:Direct, all available usage records to CLEC's Message Processing Center once a day, Monday through Friday, or as negotiated.

CLEC and/or NEVADA's Data Center Holidays are excluded. CLEC and NEVADA will exchange schedules of designated holidays.

By DATE TBD , NEVADA and CLEC will jointly audit, review, and agree on comparative measures of timeliness; i.e. a measure of parity between the methods used to provide usage data to NEVADA's retail billing and the methods used to process CLEC's usage data to CLEC. In-service thresholds will be determined using accepted statistical algorithms.

The benchmarks for timeliness will be established based on CLEC's Local Market Entry (LME) date and will commence as required for Service Readiness Testing (SRT) and/or Market Readiness Testing (MRT).

Reporting Period:

Monthly

2. % Accuracy

Definition:

NEVADA will provide Recorded Usage Data in the format and with the content as defined in the Bellcore document. These measures relate only to Unbillable unrated local and local toll messages due to critical edit failures (format errors).

Method of Calculation:

$\frac{\text{Total Number of Unrated Local Messages Transmitted Correctly}}{\text{Total Number of Unrated Local Messages Transmitted}} \times 100$
--

Note: No comparative measure applies.

Reporting Period:
Monthly

3. % Error Free Data Packs

Definition:
NEVADA will initiate and transmit all packs that are error free in the format agreed, as defined in the CLEC Local Resale Requirements.

Method of Calculation:

$\frac{\text{Number of File Received}}{\text{Number of Files Sent}} \times 100$

Note: Joint review of performance and value for this standard will be done after six months from the Effective Date.

Reporting Period:
Monthly

4. % Recorded Usage Data Error Resolved

Definition:
Measures accuracy and completeness of the Recorded Usage Data NEVADA transmits to CLEC. The level of detail includes but not limited to: detail required to Rating the call, Duration, Correct Originating/Terminating information, etc. The error is reported to NEVADA as a Modification Request (MR). Performance is measure at two levels--Severity 1 or Severity 2.

Method of Calculation:

Severity 1. Includes messages that are bill affecting and represents 1% of the current customer base. Contact to be made by telephone.

$\frac{\text{Number of Severity 1 MR's fixed } \leq 24 \text{ Hours}}{\text{Number of Severity 1 MR's}} \times 100$

Note: 100% of All Severity 1 MR to be fixed within 5 days

Severity 2: Non-bill affecting errors. Contact may be by phone, fax, e-mail, etc.

$\frac{\text{Number of Severity 2 MR fixed } \leq 3 \text{ days}}{\text{Number of Severity 2 MR}} \times 100$

Note: 100% of All Severity 2 MR to be fixed within 10 days

5. % Inquiries Responsiveness

Definition:

Measures timeliness of NEVADA's response to usage inquiries. Measurement criteria is response within 24 hours of CLEC request for information, Monday through Friday. Severity 1 MR will be responded to on a seven day a week basis. CLEC will receive continuous status reports until the request for information is satisfied.

Method of Calculation:

$\frac{\text{Number of Billing Inquiries Responded to 24 Hours}}{\text{Number of Billing Inquiries}} \times 100$
--

A.6 Network Performance Measurements

1. Metric: Switched Service Disruption

Market:

All switched services

Measurement:

Number of occurrences in which blocking of call attempts from end user location $\geq 50\%$ for ≥ 30 minutes.

Description:

Tracks the occurrence of significant service degradation at an end user location because of network difficulties or competition for limited resources due to NEVADA responsible equipment, facility, software, or human/process error.

Reporting Period:

Monthly

2. Metric: Network Event

Market:

All switched services

Measurement:

Number of occurrences of 5000 or more blocked call attempts within 10 minutes.

Description:

Tracks the occurrence of significant service degradation to multiple customers because of network difficulties or competition for limited resources due to NEVADA responsible equipment, facility, software, or human/process error.

Reporting Period:

Monthly

3. Metric: Blocked Calls

Market:

All switched services

Measurement:

1. Percentage of Local Exchange and IntraLATA Toll calls blocked (NID to NID).
2. Percentage of Interexchange Access/Egress calls blocked (NID to POP).

Description:

Tracks the fraction of call origination attempts denied service because of competition for limited resources within the network due to NEVADA responsible equipment, facility, software, or human/process error.

Reporting Period:

Monthly

4. Metric: Blocked Dial Tone

Market:

All switched services

Measurement:

Percentage of Blocked Dial Tone during average busy season busy hour (ABSBH).

Description:

Tracks the fraction of call origination attempts experiencing greater than 3 seconds of delay in receiving dial tone after going off hook.

Reporting Period:

Monthly

5. Metric:

Signaling Control Points (SCPs)/Databases availability.

Market:

All switched services

Measurements:

SCPs/Databases unavailability reported on an annualized basis as minutes per. Percentage of CLEC customer records updated in databases within 24 hours.

Description:

Tracks the availability of Signaling Control Points (SCPs) and database content to enable call completion and provide enhanced feature treatment when applicable e.g. CLASS features (caller ID, auto call-back, etc.), billing and calling card information, 800 service, etc.

Reporting Period:

Monthly

6. Metric: Line Information Database (LIDB) Accuracy

Market:

All switched services

Measurements:

Percentage Reply Rate to all query attempts.

Percentage Query time-out at LIDB.
Percentage Unexpected data values in replies for all queries.
% of queries return a missing customer record.

Description:

Tracks the performance of the Line Information Database (LIDB) to provide billing and calling card information when applicable e.g. customer line allows 3rd party billing, calling card number is valid, etc.

Reporting Period:

Monthly

ATTACHMENT 18
INTERCONNECTION

LOCAL INTERCONNECTION TRUNK ARRANGEMENTS

1. General

The Parties will establish Local Interconnection Trunks to exchange local and intraLATA toll traffic. All Local Interconnection Trunk Groups established directly with the other Party's network including facilities and Points of Interconnection ("POIs") will conform with Section 1 of this Attachment. All traffic exchanged over Local Interconnection Trunk Groups is subject to the terms and conditions of this Agreement. Neither Party shall terminate Switched Access traffic over Local Interconnection Trunks. Separate two-way Meet Point trunks will be established for the joint provisioning of Switched Access traffic. Local Interconnection will be provided via two-way trunks unless both Parties agree to implement one-way trunks on a case-by-case basis.

Wherever a tariffed rate is cited or quoted, it is understood that said cite incorporates any changes to said tariffs as required by the Act.

1.1 Interconnection in LATA 720

- 1.1.1. The Parties will establish a Local Interconnection Trunk Group with NEVADA's Access Tandem. Currently only one (1) Access Tandem is deployed in LATA 720. The Parties agree that direct trunking to an end office from either Party's end office or Access Tandem is permitted under the terms of this section.
- 1.1.2. In addition to the tandem interconnection described above, either Party may establish end office-to-end office or end office-to-tandem or tandem-to-tandem trunk groups. In the case of host-remote end offices, such interconnection shall occur at the location of the host or remote, at the option of the Party deploying the host-remote end office.
- 1.1.3. CLEC and NEVADA agree to interconnect their networks through existing and/or new facilities between CLEC end offices and/or Access Tandem, and the corresponding NEVADA end office and/or NEVADA's Access Tandem set forth in Appendix A. The Parties will establish logical trunk groups referencing the appropriate CLC Central Office or CLEC Routing Point and NEVADA Central Office. In addition, where necessary, and as mutually agreed to, the Parties will define facilities between their networks to permit trunk group(s) to be established between the points listed in Appendix A. CLEC has initially populated Appendix A. Either Party may populate Appendix A further under Section 1.1.4 below.
- 1.1.4. Nothing in the foregoing restricts either Party from ordering and establishing CLEC/ NEVADA Local Interconnection Trunk Groups

in addition to the initial combinations described above. Amendment to Appendix A may be made by either Party, upon 30 days written notice and acceptance by the other Party. Acceptance will not be unreasonably withheld. Such amendments may be made without the need to renegotiate the terms of the rest of this Attachment.

1.2. **Interconnection in LATA 721.**

At CLEC's request for interconnection in LATA 721, the Parties agree to meet and negotiate in good faith to reach agreement on interconnection arrangements in LATA 721. However, both Parties recognize that the Act places an equal burden on each party to facilitate the interconnections between NEVADA and CLEC.

1.3. **Single POI Model**

For each interconnection between the Parties for the exchange of local, intraLATA toll, and meet point Switched Access traffic, the Parties agree that CLEC will designate a single Point of Interconnection between any two switching entities.

1.4. **Sizing and Structure of Interconnection Facilities.**

1.4.1. The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning and forecasting meetings. The interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion Line Code or Superframe Format Framing. DS3 facilities will be optioned for C-bit Parity.

1.4.2. When interconnecting at NEVADA's tandem, the Parties agree to establish Bipolar 8 Zero Substitution Extended Super Frame ("B8ZS ESF") two-way trunks, where technically feasible, for the purpose of transmitting 64K CCC data calls. In no case will these trunks be used for calls for which the User Service Information parameter (also referred to as "Bearer Capability") is set for "speech" unless all available non-64K Clear Channel Capable ("CCC") circuits are busy. If all such circuits are busy, The Parties agree to use network management control (including, *inter alia*, rerouting to 64K CCC trunk groups) pursuant to Section 12 of this Attachment, to relieve network congestion temporarily. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the

same intervals as any similar growth job for IXC, CLC, or NEVADA internal customer demand for 64K CCC trunks.

1.4.3. When interconnecting at NEVADA's digital end offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups and Meet Point Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

1.5. **Combination Interconnection Trunks.**

1.5.1. The Parties agree to work cooperatively to combine all functionalities of Local Interconnection Trunk Groups and Meet Point Trunk Groups on a single Combination Interconnection Trunk Group at any feasible Point Of Interconnection which CLEC designates.

1.5.2. The Parties agree to make the initial decision as to whether the use of Combination Interconnection Trunk Groups is feasible, including a determination of switched software compatibility, ordering procedures and billing procedures, no later than four months from the effective date of this Agreement.

1.5.3. If the Parties find the use of Combination Interconnection Trunk Groups not to be feasible at that time, the Parties will undertake a review of such feasibility and a further decision on the use of Combination Interconnection Trunk Groups at six month intervals, at either Party's option, through the term of the Agreement.

1.5.4. Until the Parties find Combination Interconnection Trunk Groups to be feasible, Local Interconnection will be provided via one-way and/or two-way trunks.

1.5.5. Whenever the use of Combination Interconnection Trunk Groups is determined to be feasible, and ordering and billing procedures have been established:

- a) Any new trunk groups may be ordered using the Combination Interconnection Trunk Group option; and
- b) The Parties will work together in good faith to complete the conversion from the use of separate Local Interconnection Trunk Groups and Meet Point Trunk Groups to the use of Combination Interconnection Trunk Groups within six months from that time.

1.6. **Signaling Protocol**

The Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part (“ISUP”) for trunk signaling and Transaction Capabilities Application Part (“TCAP”) for CCS-based features in the interconnection of their networks. Either Party may establish CCS interconnections either directly and/or through a third party. Whether direct or by third party, CCS interconnection shall be pursuant to PUB L-780023-PB/NB and in accordance with the rates, terms and conditions of the Parties’ respective tariffs. 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 carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided including CPN. All privacy indicators will be honored. The Parties will interconnect their networks using SS7 signaling as defined in PUB L-780023 PB/NB Issue 3 or later.

1.7. **Transit Signaling**

CLEC may choose to route SS7 signaling information (e.g., ISUP, TCAP) from CLEC’s signaling network to another carrier’s signaling network via NEVADA’s signaling network for the purpose of exchanging call processing and/or network information between CLEC and the other party’s network, whether or not NEVADA has a trunk to the terminating switch, provided that, where NEVADA does not have such a trunk, CLEC furnishes NEVADA through the “CCS\SS7 Interconnect Questionnaire” the necessary information, including:

- 1.7.1. the destination point codes (“DPCs”) of all the switches to which CLEC wishes to send transit signaling;
- 1.7.2. the identity of the STPs in NEVADA’s network in which each DPC will be translated;
- 1.7.3. the identity of the STPs in the other signaling network to which such transit signaling will be sent; and
- 1.7.4. a letter from the other party authorizing NEVADA to send such signaling messages.
- 1.7.5. The rates for Transit Signaling are as specified in Attachment 8.

- 1.8. Either Party may opt at any time to terminate, i.e., overflow, to the other Party some or all local exchange traffic and intraLATA toll traffic originating on its network, together with Switched Access traffic, via Feature Group D or Feature Group B Switched Access Services. Either Party may otherwise purchase these Switched Access Services from the

other Party subject to the rates, terms and conditions specified in its standard intrastate access tariffs.

- 1.9 Each Party shall deliver to the other Party over the Local Interconnection Trunk Group(s) only such traffic which is destined for those publicly dialable NPA NXX codes served by end offices that directly subtend the Access Tandem or to those LECs, CLCs and Wireless Service Providers that directly subtend the Access Tandem.
- 1.10. Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either Party's end office or tandem in accordance with the serving arrangements defined in the LERG.
- 1.11. Where the Parties deliver over the Local Interconnection Trunk Group miscellaneous calls (e.g., time, weather, NPA-555, Nevada 900, Mass Calling Codes) destined for each other, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.
- 1.12 N11 codes (e.g., 611, & 911) shall not be sent between CLEC's and NEVADA's network over the Local Interconnection Trunk Groups.
- 1.13. Maintenance of Service
 - 1.13.1. A Maintenance of Service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:
 - 1.13.1.1. No trouble is found in the interconnection trunks; or
 - 1.13.1.2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
 - 1.13.1.3. Trouble clearance did not otherwise require dispatch and, upon dispatch requested for repair verification, the interconnection trunk did not exceed Maintenance Limits.
 - 1.13.2. If a Maintenance of Service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.
 - 1.13.3. Billing for Maintenance of Service is based on each half-hour or fraction thereof expended to perform the work requested. The

time worked is categorized and billed at one of the following three rates:

- i. basic time;
- ii. overtime; or
- iii. premium time,

as defined for billing by NEVADA in NEVADA's PSCN Tariff No. C, Section 13 and in CLEC's Exchange tariff.

2. Third Party Traffic

- 2.1. NEVADA shall terminate traffic from third-party LECs, CLCs, or Wireless Service Providers delivered to NEVADA's network through an CLEC tandem. Prior to the routing of such traffic, the Parties agree to negotiate the issues of network capacity, forecasting, third-party routing arrangements; information required to satisfy the reporting, auditing and verification requirements including the calculation and verification of PLU. In addition the Parties agree they will require from the underlying LEC, CLC, or WSP the information required to satisfy the forecasting, reporting, auditing and verification requirements including calculation and verification of PLU, as well as the exchange of billing records where requested by the terminating party, herein established for the Parties. The Parties agree to exchange all such information under appropriate non-disclosure agreements. The Parties shall conduct such negotiations in good faith and shall not unreasonably withhold consent to the routing of such traffic.
- 2.2. NEVADA BELL shall complete traffic delivered from CLEC destined to third-party LECs, CLCs or WSPs in the LATA. NEVADA BELL shall have no responsibility to ensure that any third-party LEC, CLC or WSP will accept such traffic.
- 2.3. NEVADA shall accept, from any third-party LEC, CLC, or WSP in the LATA, traffic destined for an CLEC end office subtending the NEVADA tandem, or a LEC, CLC or WSP subtending CLEC's end office if NEVADA has a provision in an interconnection agreement with such LEC, CLC or WSP permitting such an arrangement.
- 2.4. NEVADA in its role as Designated Carrier for LATA 720, as established by the Nevada PSCN in Docket 86-711, has the responsibility to transport originating and terminating traffic for embedded independent local exchange carriers under special compensation arrangements. The independent LECs that participate in the Designated Carrier Plan (DCP) are Churchill County Telephone & Telegraph, Continental Telephone Company of Nevada (GTE), C.P. National Corporation (Citizens Telecom), Lincoln County Telephone Company, Humboldt Telephone, and Rural Telephone Company. NEVADA is bound to continue this arrangement until such time as NEVADA has interconnection agreements

with all of the embedded ILECs and the NEVADA PSCN agrees to discontinue the DCP. All traffic under this plan is ILEC IntraLATA Toll traffic. Under the DCP, the ILECs bill NEVADA for both originating and terminating access at rates designed to recover their relevant costs NEVADA does not bill the ILECs any access for originating or terminating their traffic. The ILECs pass the toll revenue associated with their originating traffic to NEVADA as compensation to NEVADA for the transport of their traffic. To meet the requirements of the DCP, CLEC agrees to the following stipulations for compensation as it pertains to both originating and terminating traffic from the participating ILECs.

2.4.1. All traffic for the participating ILECs that transit NEVADA's network will be treated for compensation (rating) as if the call originated or terminated in NEVADA's network, using the methods and rates as defined in 3 below and as specified in Attachment 8. At such time that the DCP is discontinued, this Section 2.4.1. will no longer apply and the compensation and rating defined in Section 3 of this Attachment and as specified in Attachment 8 will be used without exception.

2.4.2. CLEC will not be required to establish an appropriate billing relationship directly with the ILECs for traffic under the DCP. At such time as the DCP is discontinued, CLEC will establish billing relationships as defined in 3.7.2. below.

3. Compensation for Call Termination

- 3.1. In all cases, resale lines (whether purchased by CLEC or a third party) in NEVADA's switches will be treated in the same manner as NEVADA's end user customers for the purposes of call termination charges.
- 3.2. For calls that originate from or terminate to an CLEC Local Switching Network Element ("LSNE") purchased from NEVADA, bound for or terminated from a third party LEC, the Parties agree that NEVADA shall make arrangements directly with that third party for any compensation owed in connection with such calls on CLEC's behalf.
- 3.3. NEVADA agrees to bill any facilities-based third party referred to in Section 3.2, above, unless, after thirty (30) days' notice in writing to NEVADA, CLEC requests otherwise. To compensate NEVADA for this service, CLEC agrees to pay \$.005 (one-half cent) per message.
- 3.4. For calls that originate from a facilities-based third party and terminate to an CLEC LSNE purchased from NEVADA, NEVADA will compensate CLEC on behalf of that third party. For calls that terminate to a facilities-based third party from an CLEC LSNE purchased from NEVADA,

NEVADA has agreed to charge CLEC as if the call terminated in NEVADA's network, using NEVADA's rates as described below. In the event CLEC elects not to use NEVADA's billing service described in Section 3.3, above, CLEC shall deal directly with third parties regarding compensation for call termination.

3.5. The following compensation terms shall apply in all cases where CLEC purchases NEVADA's LSNE. All prices for LSNE are as specified in Attachment 8 to this Agreement.

3.5.1. For Local intra-switch calls where CLEC has purchased NEVADA's LSNE, the Parties agree to impose no call termination charges on each other. Where the call is:

3.5.1.1. Originated by CLEC's end user customer and completed to a NEVADA customer:

3.5.1.1.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.

3.5.1.2. Originated by CLEC's end user customer and completed to the customer of a third party carrier (not affiliated with CLEC) using NEVADA's LSNE:

3.5.1.2.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.

3.5.1.3. Originated by CLEC's end user customer and completed to another of CLEC's end user customers using NEVADA's LSNE:

3.5.1.3.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.

3.5.1.4. Originated by a NEVADA customer and terminated to CLEC's LSNE:

- No Local Switching Capacity charge will apply.

3.5.1.5. Originated by the customer of a third party carrier (not affiliated with CLEC) using NEVADA's LSNE and terminated to CLEC's LSNE:

- No Local Switching Capacity charge will apply to CLEC.
- The Local Switching Capacity charge on the originating end will be imposed on the third-party carrier.

3.5.2. For Local inter-switch calls where CLEC has purchased NEVADA's LSNE, the Parties agree to impose no call termination charges on each other. Unless otherwise specified, NEVADA's charges will apply to CLEC as described below where the call is:

3.5.2.1. Originated from CLEC's LSNE and completed to a NEVADA end user:

3.5.2.1.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.
- A mileage-based transport charge will apply when CLEC uses NEVADA's transport.

3.5.2.2. Originated from CLEC's LSNE and completed to the LSNE of a third party carrier (not affiliated with CLEC):

3.5.2.2.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.
- A mileage-based transport charge will apply when CLEC uses NEVADA's transport.

3.5.2.3. Originated from CLEC's LSNE and completed to the interconnected network of a third party carrier (not affiliated with CLEC):

3.5.2.3.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.
- A mileage-based transport charge will apply when CLEC uses NEVADA's transport, and mileage shall be measured between the originating office and the POI with the third party's network.

3.5.2.3.2. For call termination:

- Tandem Transit Switching rate if applicable.
- Local Switching Capacity charge at the terminating office. (This charge will not apply if CLEC elects to settle directly with the third-party.)

3.5.2.4. Originated from CLEC's LSNE and completed to CLEC's LSNE:

3.5.2.4.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.
- A mileage-based transport charge will apply when CLEC uses NEVADA's transport.

For use of the local switch:

- Local Switching Capacity charge at the terminating office.

3.5.2.5. Originated by a NEVADA end-user customer and terminated to CLEC's LSNE:

3.5.2.5.1. For use of the local switch:

- Local Switching Capacity Charge at the terminating office.

3.5.2.6. Originated by a customer of a third-party carrier (not affiliated with CLEC) using NEVADA's LSNE and terminated to CLEC's LSNE:

3.5.2.6.1. For use of the local switch:

- Local Switching Capacity charge at the terminating office.

3.5.2.7. Originated by an end-user customer on the interconnected network of a third-party carrier (not affiliated with CLEC) and terminated to CLEC's LSNE:

3.5.2.7.1. For use of the local switch:

- Local Switching Capacity charge at the terminating office.

3.5.2.7.2. For call termination, if CLEC selects the option specified in Section 3.3:

- CLEC charges to NEVADA NEVADA's Local Switching Capacity charge at the

terminating office. (These charges do not apply if CLEC elects to settle call termination charges directly with the third party.)

3.5.3. For intraLATA toll calls where CLEC has purchased NEVADA's LSNE:

3.5.3.1. Originated by CLEC's end-user customer and completed to a NEVADA end user customer:

3.5.3.1.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.
- A mileage-based transport charge between the two offices will apply when CLEC uses NEVADA's transport.

3.5.3.1.2. For call termination at the terminating office, Switched Access Charges shall apply as follows:

- Local Switching
- NIC

3.5.3.2. Originated by CLEC's end-user customer and completed to the customer of a third-party carrier (not affiliated with CLEC) using NEVADA's LSNE in a distant end office:

3.5.3.2.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.
- A mileage-based transport charge between the two offices will apply when CLEC uses NEVADA's transport.

3.5.3.2.2. For call termination if CLEC elects to have NEVADA pay third party CLC on CLEC's behalf pursuant to Section 3.3:

- Local Switching at the terminating office
- NIC

3.5.3.3. Originated by CLEC's end-user customer and completed to the network of third-party carrier (not affiliated with CLEC) interconnected with NEVADA's network:

3.5.3.3.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.
- A mileage-based transport charge will apply when CLEC uses NEVADA's transport, and mileage shall be measured between the originating office and the POI with the third party's network.
- Tandem Transit rate (if applicable)

3.5.3.3.2. For call termination, if CLEC elects to have NEVADA pay the third party CLC on CLEC's behalf pursuant to Section 3.3:

- Switched Access charges will apply as follows:
- Local Switching
- NIC
- Tandem Switching (if charged by the third party)

3.5.3.4. Originated by CLEC's end-user customer and completed to another of CLEC's customers being served through NEVADA's LSNE in a distant office:

3.5.3.4.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.
- A mileage-based transport charge between the two offices will apply when CLEC uses NEVADA's transport.

For use of the local switch:

- Local Switching Capacity charge at the terminating office.

3.5.3.5. Originated by a NEVADA customer and terminated to CLEC's end-user customer.

3.5.3.5.1. For use of the local switch:

- Local Switching Capacity charge at the terminating office.
- 3.5.3.5.2. For call termination CLEC will charge to NEVADA, NEVADA's Switched Access Charges per NEVADA's PSCN Tariff No. C, Section 6 at the terminating office:
- Local Switching
 - NIC
- 3.5.3.6. Originated by the customer of a third-party carrier (not affiliated with CLEC) using NEVADA's LSNE in a distant end office and terminated to CLEC's LSNE:
- 3.5.3.6.1. For use of the local switch:
- Local Switching Capacity charge at the terminating office.
- 3.5.3.6.2. For call termination:
- if NEVADA is acting as an agent for the third party CLC CLEC will charge to NEVADA CLEC's Local Switching charge and NIC at the terminating office;
 - if NEVADA is not an agent for the originating CLC, CLEC will charge the originating CLC.
- 3.5.3.7. Originated by a customer on the network of a third-party carrier (not affiliated with CLEC) interconnected with NEVADA's network and terminated to CLEC's LSNE.
- 3.5.3.7.1. For use of the local switch:
- Local Switching Capacity charge at the terminating office.
- 3.5.3.7.2. For call termination:
- if NEVADA is acting as an agent for the third party CLC CLEC will charge to NEVADA CLEC's Local Switching charge and NIC at the terminating office;
 - if NEVADA is not an agent for the originating CLC, CLEC will charge the originating CLC.

3.5.4. For intrastate Switched Access calls where CLEC is using NEVADA's LSNE for calls originated from or terminated to an IXC for completion:

3.5.4.1. For calls originated from CLEC's end-user customer to CLEC's own IXC switch (or that of an affiliate) for completion:

3.5.4.1.1 For use of the local switch:

- Local Switching Capacity charge at the originating office.

NEVADA and CLEC (if applicable) will charge CLEC's IXC affiliate appropriate Switched Access elements on a meet point basis per Attachment 13.

Since the parties have chosen the multiple bill single tariff option the appropriate charges are as follows:

Nevada Bell will charge the IXC

- Transport (from the IXC to the meet point)
- Tandem Switching (if applicable)

CLEC will charge the affiliate (if applicable):

- Transport (from the meet point to the end office)
- Local Switching
- NIC (at the originating office)

3.5.4.2. For calls originated from CLEC's end-user customer to an IXC's switch not affiliated with CLEC.

3.5.4.2.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.

NEVADA and CLEC shall charge the IXC for originating Switched Access on a meet point basis per Attachment 13 of this Agreement.

Since the parties have chosen the multiple bill single tariff option the appropriate charges are as follows:

Nevada Bell will charge the IXC

- Transport (from the IXC to the meet point)
- Tandem Switching (if applicable)

CLEC will charge the IXC

- Transport (from the meet point to the end office)
- Local Switching
- NIC (at the originating office)

3.5.4.3. For calls terminating to CLEC's end-user customer from CLEC's own IXC switch (or that of an affiliate) for completion.

3.5.4.3.1. For use of the local switch:

- Local Switching Capacity charge at the terminating office.

NEVADA and CLEC will charge CLEC's IXC affiliate appropriate Switched Access elements on a meet point basis per Attachment 13.

Since the parties have chosen the multiple bill single tariff option the appropriate charges are as follows:

Nevada Bell will charge the IXC

- Transport (from the IXC to the meet point)
- Tandem Switching (if applicable)

CLEC will charge the affiliate (if applicable):

- Transport (from the meet point to the end office)
- Local Switching
- NIC (at the terminating office)

3.5.4.4. For calls terminating to CLEC's end-user customer from an IXC switch not affiliated with CLEC.

3.5.4.4.1. For use of the local switch:

- Local Switching Capacity charge at the terminating office.

NEVADA and CLEC shall charge the IXC terminating Switched Access on a meet point basis per Attachment 13, Section 4 of this Agreement.

Since the parties have chosen the multiple bill single tariff option the appropriate charges are as follows:

Nevada Bell will charge the IXC

- Transport (from the IXC to the meet point)
- Tandem Switching (if applicable)

CLEC will charge the IXC:

- Transport (from the meet point to the end office)
- Local Switching
- NIC (at the terminating office)

3.5.5. For interstate Switched Access calls where CLEC is using NEVADA's LSNE for calls originated from or terminated to an IXC for completion:

3.5.5.1. For calls originated from CLEC's end-user customer to CLEC's own IXC switch (or that of an affiliate) for completion.

For use of the local switch: Local Switching Capacity charge at the originating office.

NEVADA and CLEC will charge CLEC's IXC affiliate appropriate Switched Access elements on a meet point basis per Attachment 13.

Since the parties have chosen the multiple bill single tariff option the appropriate charges are as follows:

Nevada Bell will charge the IXC

- Transport (from the IXC to the meet point)
- Tandem Switching (if applicable)

CLEC will charge the affiliate (if applicable):

- Transport (from the meet point to the end office)
- Local Switching
- RIC
- CCLC

3.5.5.2. For calls originated from CLEC's end-user customer to an IXC's switch not affiliated with CLEC.

3.5.5.2.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.

NEVADA and CLEC shall charge the IXC for originating Switched Access on a Meet-Point basis per Attachment 13 of this Agreement.

Since the parties have chosen the multiple bill single tariff option the appropriate charges are as follows:

Nevada Bell will charge the IXC

- Transport (from the IXC to the meet point)
- Tandem Switching (if applicable)

CLEC will charge the IXC:

- Transport (from the meet point to the end office)
- Local Switching
- RIC
- CCLC

3.5.5.3. For calls terminating to CLEC's end-user customer from CLEC's own IXC switch (or that of an affiliate) for completion.

3.5.5.3.1. For use of the local switch:

- Local Switching Capacity charge at the terminating office.

NEVADA and CLEC will charge CLEC's IXC affiliate appropriate Switched Access elements on a meet point basis per Attachment 13.

Since the parties have chosen the multiple bill single tariff option the appropriate charges are as follows:

Nevada Bell will charge the IXC

- Transport (from the IXC to the meet point)
- Tandem Switching (if applicable)

CLEC will charge the affiliate (if applicable):

- Transport (from the meet point to the end office)
- Local Switching
- RIC
- CCLC

3.5.5.4. For calls terminating to CLEC's end-user customer from an IXC's switch not affiliated with CLEC.

3.5.5.4.1. For use of the local switch:

- Local Switching Capacity charge at the terminating office.

NEVADA and CLEC shall charge the IXC for terminating Switched Access on a Meet Point basis per Attachment 13, Section 4 of this Agreement.

Since the parties have chosen the multiple bill single tariff option the appropriate charges are as follows:

Nevada Bell will charge the IXC

- Transport (from the IXC to the meet point)
- Tandem Switching (if applicable)

CLEC will charge the affiliate (if applicable):

- Transport (from the meet point to the end office)
- Local Switching
- RIC
- CCLC

3.6. The following terms apply where CLEC and NEVADA interconnect using their own networks, pursuant to Section I of this Attachment.

3.6.1. The following call termination rates shall apply for intraLATA traffic terminated from CLEC to NEVADA, or from NEVADA to CLEC. CLEC and NEVADA agree to the mutual exchange of Local Calls without explicit compensation (“bill and keep”) where traffic flows between CLEC and NEVADA are in balance, as defined in 3.6.1.1, below. Where such traffic is not in balance, CLEC and NEVADA agree to call termination at the rates set out in 3.6.1.3, below, for that portion of the traffic that is out of balance.

3.6.1.1. The Parties will measure Local Call traffic between them and will use such measure to determine the balance of traffic between them and the compensation due, if any. The Parties will make measurements and report the results to each other on a calendar-quarter basis (i.e., January - March, April-June, July-September, October-December). Each Party will be responsible for the measurement of its originating traffic transmitted to the other. The Parties will undertake traffic measurements on a LATA-Wide basis in each LATA where the Parties interconnect. The Parties will report measurements to each other no later than the end of the month following the completion of the quarter. The provisions of this Section and of 3.6.1. 2 and 3.6.1.3, below, will not apply until the first full year after the effective date of this Agreement. The reported measurements will determine the requirement for payments, if any, for the subsequent full calendar quarter. In determining whether any amount for call termination is owing under this section, neither Party shall be obligated to pay the other unless, on a LATA-Wide basis, the net usage differential (i.e., the difference between the respective Parties’ usage levels, calculated by subtracting the lower total number of minutes of use in a quarter from the higher total number) exceeds the following percentages of the total volume of local traffic exchanged between the Parties in the LATA:

- i. The applicable percentage for 0 to 2,000,000 minutes of use will be 20%;

- ii. The applicable percentage for 2,000,001 through 5,000,000 minutes of use will be 15%;
 - iii. The applicable percentage for greater than 5,000,000 minutes of use will be 5%.
- 3.6.1.2. The Parties agree that any calculation of net usage differential for local traffic volumes less than the percentages set out immediately above shall demonstrate the Parties' traffic to be in balance for purposes of this Section. The Parties will base calculation under this Section on AMA recordings, which shall be made, where possible, in both the originating and terminating Parties' network. The Parties agree to report to each other on a quarterly basis the total monthly local minutes of use each terminates to the other Party.
- 3.6.1.3. Where the Parties' traffic is not in balance, as determined in the immediately preceding Section, the Party terminating the greater amount of local traffic to the other (the "out-of-balance Party") will pay the other Party, for all the minutes of use in excess of the number of minutes terminated to it by the other Party, call termination rates based on the following rate elements, per minute of use. The out-of-balance Party will continue to make such payments through the end of the quarter in which it is determined that its traffic is no longer out of balance. Upon such a determination, the payments shall cease until the Parties' traffic is again determined to be out of balance. When traffic exchanged is out of balance, the out-of-balance Party shall pay
- i. Local Switching Capacity,
 - ii. Tandem Switching (where used), and
 - iii. Common Transport (where used).
- 3.6.1.4. Rates specified in Attachment 8 shall apply.
- 3.6.2. For Local and intraLATA Toll traffic originated by CLEC (or CLCs subtending its network) to NEVADA, CLEC agrees to pay NEVADA the following:
- 3.6.2.1. Local calls:
Bill and Keep shall apply unless the Parties' traffic is out of balance per Section 3.6.1.1, above. In the latter event, the provisions of Section 3.6.1.3 shall apply.
- 3.6.2.2. Toll calls

The following rate elements are applicable to intraLATA toll calls, based on NEVADA's intrastate Switched Access rates.

- 3.6.2.2.1. For common switched transport where NEVADA's tandem is used:
- Fixed - per minute of use.
 - Variable - per mile per minute of use. Mileage shall be calculated based on the airline miles between the Vertical and Horizontal ("V&H") coordinates of the POI, and the NEVADA end office routing point.
 - Tandem Switching.

3.6.2.2.2. Local switching

3.6.2.2.3. NIC

3.6.3. For Local and intraLATA Toll traffic originated from NEVADA to CLEC, NEVADA agrees to pay CLEC the following:

3.6.3.1. Local calls

Bill and Keep: shall apply unless the Parties' traffic is out of balance per Section 3.6.1.1. above. In the latter event, the provisions of Section 3.6.1.3. shall apply.

3.6.3.2. Toll calls

The following rate elements from CLEC's intrastate Access tariff will apply when a toll call routes over Local Interconnection Trunk Groups:

- 3.6.3.2.1. For common switched transport where CLEC's tandem is used:
- Fixed - per minute of use.
 - Variable - per mile per minute of use. Mileage shall be calculated based on the airline miles between the Vertical and Horizontal ("V&H") coordinates of the POI, and the CLEC end office or CLEC routing point.
 - Tandem Switching

3.6.3.2.2. Local Switching

3.6.3.2.3. NIC

3.7. Tandem Transit Switching rate:

Tandem Transit Switching rate shall be equal to the Tandem Switching rate plus two times the Common Transport Fixed rate element as specified in Attachment 8.

3.7.1. The transit rate provides for Access Tandem switching when either Party uses the other Party's Access Tandem to originate a call to a third party such as another LEC, CLC, or Wireless Service Provider.

3.7.2. If either Party receives a call through the other Party's Access Tandem that originates from another LEC, CLC or wireless service Provider, the Party receiving the transited call will not charge the other Party any rate element for this call regardless of whether the call is local or toll. The Parties will establish appropriate billing relationships directly with the Wireless Service Provider, other CLC or LEC with the exception of the ILECs listed in Section 2.4 of this Attachment 18 or unless CLEC selects the billing option specified in Section 3.3 of this Attachment 18.

3.8. For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in Section 3 above, shall be charged by the Party originating the call, rather than the Party terminating the call. This includes originating charges listed in Section 3 as well as a database query charge as specified in NEVADA's intrastate access tariff or CLEC's local exchange tariff.

3.9. 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. Either Party may request the exchange of originating EMR records in order to bill the other Party terminating minutes of use. The Parties agree to cooperate in the exchange of the records if so requested.

3.10. 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.

3.11. Each Party will provide the other, within thirty (30) calendar days after the end of each calendar quarter, a usage report with the following information regarding traffic it sent to (i.e., terminated over) the Local Interconnection Trunk arrangements:

3.11.1. 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

3.11.2 Percent Local Usage (PLU)

3.12. CLEC will pay the rates for SS7 CCS interconnection as specified in Attachment 8. The Parties will exchange TCAP messages to facilitate full interoperability of CCS-based features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided, including CPN. All privacy indicators will be honored

4. Compensation For Use Of Local Interconnection Facilities

- 4.1. Interconnection facilities include the facility that connect the Parties' respective switching networks.
- 4.2. The Parties will specify the end office and/or the Access Tandem at which the two networks will interconnect for exchange traffic.
- 4.3. The Parties agree to amend this Agreement when new facilities are established pursuant to Appendix A of this Agreement.
- 4.4. The Parties agree that each has an equal obligation to interconnect their network infrastructure to the other's network. To accomplish this the Parties can decide to jointly own the interconnection facility or each can provide facilities to deliver traffic to the other. If the choice is to build the interconnection facilities, both Parties will agree on a desired capacity and performance characteristics and then both Parties may bid to install the facilities. The Party with the lowest bid will construct the facilities and bill the other Party 50% of the construction costs. The constructing Party will charge a monthly maintenance charge for maintaining the facilities. This charge is to be based upon the TELRIC (as defined by the First Interconnection Order) of maintaining the facility. If the Parties decide not to jointly build and operate the interconnecting facility, they may choose the following options listed in Section 4.4.1 and Section 4.4.2.

The Parties agree to the following terms based on consideration of the generally balanced use of the Parties' respective facilities for interconnection. Such consideration is based on relative facility length, the capacity provided to each other, determined by the comparison of facility deployment behind the POIs associated with CLEC collocation arrangements and NEVADA's network. This compensation is contingent on a balanced facility interconnection as defined in the table of interconnections attached as Appendix A of this Attachment.

4.4.1. Where the POI for the Local Interconnection Trunk Group is located other than in the same Wire Center as the NEVADA switch where the Local Interconnection Trunk Group terminates, CLEC will pay a monthly charge for a percentage of the NEVADA provided facility according to NEVADA's intrastate tariff in addition to any usage rate elements in Section 3 above. CLEC may, at its option, choose to pay Nevada Bell either 50% of the applicable Nevada Bell tariffed unbundled transport or 50% of the unbundled interoffice facility rates for DS-1 rates for those DS-1(s) used for Local Interconnection Trunks in a DS-3 facility, or pay 50% of the applicable tariffed or unbundled interoffice facility rates for DS-3 for each DS-3 facility, used for Local Interconnection between the Parties.

4.4.2. Where the POI for the Local Interconnection Trunk Group is at a collocation arrangement in the same Wire Center as the NEVADA switch where the Local Interconnection Trunk Group terminates, NEVADA will pay CLEC a monthly charge for a percentage of the CLEC provided facility according to CLEC's intrastate tariff in addition to any usage rate elements in Section 3 above. NEVADA may, at its option, choose to pay CLEC either 50% of the applicable CLEC tariffed DS-1 rate for those DS-1(s) used for Local Interconnection Trunks in a DS-3 facility, or pay 50% of the applicable CLEC tariffed DS-3 rate for each DS-3 facility used for Local Interconnection Trunks between the Parties.

4.4.3. Where the POI for the Local Interconnection Trunk Group is at a Mid Span Meet and the POI is at the mid-point of the facility between the Parties, there shall be no compensation between the Parties for the Local Interconnection facility used.

5. MEET-POINT TRUNKING ARRANGEMENTS

- 5.1. Two-way trunks will be established to enable CLEC and NEVADA jointly to provide Feature Group B and D ("FGB and FGD") Switched Access Services via NEVADA's Access Tandem switch.
- 5.2. CLEC may use Meet Point Trunks to send and receive FGB and FGD calls from Switched Access customers connected to NEVADA's Access Tandem.
- 5.3. The Parties will use separate facilities and separate two-way trunk groups to the NEVADA Access Tandem under which CLEC's NXXs home using DS-1 or DS-3 facilities other than the facilities used for Local Interconnection Trunk Groups except as provided in Section 1.4 above.

Neither Party will charge the other any amount for any Meet Point facilities.

- 5.4. In the case of Switched Access Services provided through NEVADA's Access Tandem, NEVADA will not offer blocking capability for Switched Access customer traffic delivered to NEVADA's 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 NEVADA's tandem that CLEC subtends in LATA 720. In no event will NEVADA be required to route such traffic through more than one tandem for connection to/from Switched Access customers. NEVADA shall have no responsibility to ensure that any Switched Access customer will accept traffic that CLEC directs to the Switched Access customer. NEVADA also agrees to furnish CLEC, upon request, a list of those IECs which also interconnect with NEVADA's tandem.
- 5.5. The Parties will provide CCS to one another, where and as available, in conjunction with Meet Point two-way trunk groups. CLEC may establish CCS interconnections (either directly or through a third party) provided such third-party is interconnected with NEVADA pursuant to PUB L 780023-PB/NB and in accordance with NEVADA's inter- and intrastate access tariffs. The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. CLEC will provide all CCS signaling including, without limitation, Charge Number, and originating line information ("OLI"). For terminating FGD, NEVADA will pass all CCS signaling including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Network signaling information such as Transit Network Selection ("TNS") parameter, Carrier Identification Codes ("CIC"), (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided at no charge 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.
- 5.6. The Parties shall use CCS in conjunction with Meet-Point Trunks, provided that they must use multifrequency ("MF") signaling on a separate Meet Point Trunk group for originating FGD access to Switched Access customers that use MF FGD signaling protocols and may use such signaling due to equipment constraints. The Parties shall not provide MF and CCS trunk within a DS-1 facility. They must use a separate DS-1 facility for each signaling type.

- 5.7. All originating Toll Free Service calls for which CLEC requests that NEVADA 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 of "08" shall be used for all such calls.
- 5.8. When CLEC performs the SSP function for Toll Free service calls, and if such calls are destined for an IEC, if CLEC delivers such calls to NEVADA BELL it shall do so over Meet Point Trunk Groups using GR-394 format. When CLEC performs the SSP function for Toll Free service calls, and if such calls are destined for NXXs within the LATA, if CLEC delivers such calls to NEVADA BELL, it shall do so over the Local Interconnection Trunk Group using GR-317 format..
- 5.9. Originating Feature Group B calls delivered to NEVADA's tandem shall use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving Access Tandem.
- 5.10. NEVADA and CLEC shall Meet Point bill jointly provided Switched Access as set forth in Attachment 13, Section 4 of this Agreement.

6. RESPONSIBILITIES OF THE PARTIES

- 6.1. CLEC and NEVADA agree to exchange such reports and/or data as provided in this Agreement to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than ten (10) business days written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited which shall be (Reno, Nevada for CLEC and Reno, Nevada for NEVADA). Such audit must be performed by a mutually agreed-to independent auditor paid for by the Party requesting the audit and may include review of the data described above. Such audits shall be requested within six months of having received the PLU factor and usage reports from the other Party, and may not be requested more than twice per year.
- 6.2. CLEC and NEVADA BELL will review engineering requirements on a semi-annual basis and establish guidelines for forecasts of trunk and facilities utilization provided under this Attachment. New trunk groups will be implemented as dictated by engineering requirements of either NEVADA or CLEC.
- 6.3. CLEC and NEVADA shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall share the overall coordination installation, and maintenance responsibilities for these trunks and trunk groups.

- 6.4. CLEC is responsible for all Control Office functions for the Meet Point Trunks and Trunk Groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
- 6.5. CLEC and NEVADA shall:
 - 6.5.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 6.5.2. Notify each other when there is any change affecting the service requested, including the due date.
 - 6.5.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.
 - 6.5.4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
 - 6.5.5. Advise each other's Control Office if there is an equipment failure that may affect the interconnection trunks.
 - 6.5.6. Provide each other with a trouble reporting number that is readily accessible and available 24 hours/7 days a week.
 - 6.5.7. Provide to each other test-line numbers and access to test lines, including a test-line number that returns answer supervision in each NPA-NXX opened by a Party.
- 6.6. CLEC and NEVADA will provide their respective billing contact numbers to one another on a reciprocal basis.
- 6.7. The Parties will conduct cooperative testing for the proper recording of AMA records in each carrier switch(es) before establishing service.
- 6.8. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users on or before the Due Dates of the first Local Interconnection Trunk Group(s).

BLV and BLVI inquiries between operator bureaus shall be routed using network-routable access codes published in the LERG over the Local Interconnection Trunks.

- 6.9. Prior to the time of interconnection, CLEC shall provide to NEVADA BELL, to the extent mutually agreed to be applicable to NEVADA Bell, CLEC's references or internal standards governing each topic in the Bilateral Agreement Template/Worksheet attached as Appendix B, for which there is a corresponding NEVADA BELL reference.

7. INSTALLATION OF TRUNKS

Due dates for the installation of Local Interconnection Trunk Groups and Meet Point Trunks covered by this Agreement shall be based on NEVADA's intrastate Switched Access intervals.

8. TRUNK FORECASTING

- 8.1. The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. The provisions of Attachment 17 related to forecasting shall not apply to forecasts pursuant to this Section 8. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts shall include:

8.1.1. Yearly forecasted trunk quantities (which include measurements that reflect actual tandem Local Interconnection and Meet Point trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements) for a minimum of three (current and plus-1 and plus-2) years;

8.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100; and

8.1.3. 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, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

- 8.2. If differences in semi-annual forecasts of the Parties vary by more than 48 additional DS0 two-way trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 48 DS0 trunks. If the Parties are unable to reach such a reconciliation, the Local Interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average centum call seconds (“CCS”) utilization for the third month is under seventy-five percent (75%) of capacity, either Party may issue an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity.
- 8.3. If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis for each month of any six month 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 excess capacity. In all cases, grade of service objectives identified in Section 9 following shall be maintained.
- 8.4. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

9. GRADE OF SERVICE

A blocking standard of one half of one percent (.005) during the average busy hour, for final trunk groups between the Parties networks carrying Meet Point traffic shall be maintained. All other final trunk groups shall be engineered with a blocking standard of one percent (.01).

10. LOCAL INTERCONNECTION TRUNK SERVICING

- 10.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (“ASR”) , once the national release of ASR supports ASR for ordering of local interconnection trunks, and this release is adopted and implemented in Nevada, or upon implementation of ASR at Pacific Bell, whichever is earlier.
- 10.2 As discussed in this Agreement, both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. NEVADA's Circuit Provisioning Assignment Center (“CPAC”) and CLEC's equivalent center will send a Trunk Group Service Request (“TGSR”) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Either Party upon receipt of the TGSR will issue an ISR/ASR to the other Party:

- 10.2.1. Within 10 business days after receipt of the TGSR, upon review of and in response to the TGSR received; or
- 10.2.2. At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The intervals used for the provisioning process will be based on NEVADA's intrastate switched access intervals.
- 10.3. Orders that comprise a major project shall be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among NEVADA 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.
- 10.4 The Parties will cooperate to establish separate trunk groups for the completion of calls to high volume customers, such as radio contest lines.
- 10.5 CLEC will be responsible for engineering its network on its side of the POI. NEVADA will be responsible for engineering its network on its side of the POI.

11. TROUBLE REPORTS

CLEC and NEVADA will cooperatively plan and implement coordinated repair procedures for the Meet Point and Local Interconnection Trunks and facilities to ensure that trouble reports are resolved in a timely and appropriate manner consistent with procedures referenced in the maintenance section of this Agreement.

12. NETWORK MANAGEMENT

12.1 Protective Control

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps 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 NEVADA will immediately notify each other of any protective control action planned or executed.

12.2 Expansive Controls

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be

used to circumvent normal trunk servicing. Expansive controls will be used when mutually agreed to by the Parties.

12.3 Mass Calling

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

13. OTHER FORMS OF INTERCONNECTION

Either Party will make available any form of interconnection requested by the other Party that is consistent with the Act and the regulations thereunder. Requests for interconnection using a technology not deployed in NEVADA's network as of the Effective Date of this Agreement shall be processed according to the process described in Attachment 6, Section 1.6.

14. APPLICABILITY

It is NEVADA'S position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

APPENDIX A

Local Interconnection Trunking Arrangements

CLEC Switch	CLEC Routing Point	POI	NEVADA Access Tandem

Bilateral Agreement Template

	Topic	Nevada Bell Reference(s)	CLC Reference(s)	Notes / Status
1	Internetwork provisioning information and guidelines.	CLC Handbook-LISA, Section 5E, <i>Provisions of LISA</i> .	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
		LISA Interface Specification, Section 2, <i>Architecture</i>		
		Interconnection Agreement between _____ and Nevada, _____ 1998		
2	SS7 and other critical internetwork compatibility testing.	CLC Operations Handbook-SS7, Sec. 3, <i>Pre-service/Protocol Tests</i> .	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
		CCS Network Interface, Section 6.3, <i>Protocol Compatibility Testing</i> .	CCNIS CCS Network Interface Specification	
		NOF Handbook, Section III, 3G, <i>SS7 Compatibility Testing</i> .		
3	Special protocol implementation agreements.	CCS Network Interface, Section 2.3, <i>Interface Protocol Messages</i> .	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
		TR-246, T1.114 (SCCP) & T1.116 (SCCP); GR-317 and GR-394.	CCNIS CCS Network Interface Specification	
		CCS Questionnaire, Sec IV, D-2 <i>Switch Parameters</i> .		
4	Diversity requirements.	CCS Network Interface, Section 4.1, <i>Diversity Definition</i> .	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
		CLC Handbook-911, Section 7A4, <i>Limitations, Terms & Conditions</i> .		
		NOF Handbook, Section III, 2D, <i>Link Responsibilities - Diversity</i> .	CCNIS CCS Network Interface Specification	

Bilateral Agreement Template

	Topic	Nevada Bell Reference(s)	CLC Reference(s)	Notes / Status
5	Installation, maintenance guidelines and responsibilities.	CLC Operations Handbook-LISA, Section 2, <i>Responsibilities</i> .	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
		CLC Operations Handbook-SS7, Section 2, <i>Responsibilities</i> .		
		CLC Handbook-Link, Pgs 1-2, <i>CLEC & PB Responsibilities</i> .		
6	Network security requirements.	CLC Operations HB-LISA, 4L-M, <i>Call Trace (Emergency & Fraud)</i> .	AT&T Corporate Security Guidelines CSI-1.01 Admission to AT&T Premises CSI-1.10 Physical Security-Spaces CSI-1.13 Phy Sec Netwrk Elements	Interconnection Agreement Between AT&T and Nevada Bell.
7	Performance standards and service level agreements.	LISA Interface Specification, Sec 4, <i>Performance</i> .	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
8	Specific versions/issues of protocol or interface specifications.	CCS Network Interface, Section 1.4, <i>Related Documents</i> .	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	CCNIS CCS Network Interface Specification

Bilateral Agreement Template

	Topic	Nevada Bell Reference(s)	CLC Reference(s)	Notes / Status
9	Maintenance procedures, including trouble reporting, status, etc.	CLC Operations Handbook-LISA, Section 4, <i>Maintenance</i>	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
		CLC Operations Handbook-SS7, Section 4, <i>Maintenance</i>		
10	Internetwork trouble resolution and escalation procedures.	CLC Operations HB-LISA, Sec 4C, <i>Sectionalization</i> ; Sec 6 <i>Escalations</i> .	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
		CLC Operations HB-SS7, Sec 4C, <i>Sectionalization</i> ; Sec 6 <i>Escalations</i> .		
		Interconnection Agreement between _____ and Nevada, _____ 1998		
11	In-depth root cause analysis of significant failures.	S.I. 131 - <i>Customer Service Quality Failure Report (Analysis)</i> .	Interconnection Agreement between AT&T and Nevada Bell, 1998. Supplier Performance Report	
12	Explicit forecasting information re: direct and subtending traffic.	CLC HB, Section 9, Appendix F, <i>Interconnection Forecasts</i> .	Interconnection Agreement between AT&T and Nevada Bell, 1998	
13	Explicit expectations regarding interoperability testing requirements.	CLC Operations Handbook-SS7, Sec. 3, <i>Pre-service/Protocol Tests</i> .	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	

Bilateral Agreement Template

	Topic	Nevada Bell Reference(s)	CLC Reference(s)	Notes / Status
		CCS Network Interface, Section 6.3, <i>Protocol Compatibility Testing.</i>	Bellcore Signaling Spec SS7 Bellcore Signaling Network Interface Specification MTP/ISUP	
14	Network management (network element growth, NPA splits, etc.).	CLC Operations HB-LISA, Section 2E, <i>Network Management Guidelines.</i>	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
		NOF Handbook, Section VI, <i>Network Management Guidelines.</i>		
		Interconnection Agreement between _____ and Nevada, _____ 1998		
15	Operating procedures.	CLC Operations Handbook - LISA (all sections).	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
		CLC Operations Handbook - SS7, (all sections).		
16	Routing and screening administration.	LISA Interface Specification, Section 2.2, <i>Routing & Screening.</i>	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
		CCS Network Interface, Section 2.2, <i>Routing & Screening (MTP/SCCP).</i>	Bellcore Signaling Spec SS7 Bellcore Signaling Network Interface Specification MTP/ISUP	
		Interconnection Agreement between _____ and Nevada, _____ 1998		

Bilateral Agreement Template

	Topic	Nevada Bell Reference(s)	CLC Reference(s)	Notes / Status
17	Synchronization design and Company-wide coordinator(s).	CLC Operations Handbook-SS7, Section 3E, <i>Synchronization</i> .	AT&T TR-60110 Digital Synchronization Network Plan AT&T Practice 365-575-100 TR-NWT-001244 Clocks for the Synchronized Network: Common Generic Criteria	ANSI T1.101, T1-105.03 Bellcore GR253 Core SONET Bellcore TR1244 Clocks for Synchronous Networks ANSI Approved Draft Standard T1.105.09 SONET: Timing and Synchronization
18	Performance requirements.	LISA Interface Specification, Sec 4, <i>Performance</i> .	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
19	Responsibility assignment (facility assignment, testing, control, etc.).	CLC Operations Handbook - LISA (throughout).	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
		CLC Operations Handbook - SS7, (throughout).		
		Interconnection Agreement between _____ and Nevada, _____ 1998		
20	Information sharing for analysis and problem identification.	CLC Oprs HB-LISA, Sec 4 <i>Section-alization & 5 Intercarrier Testing</i> .	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
		NOF Handbook, Section VII, <i>Information Sharing</i> .		

Bilateral Agreement Template

	Topic	Nevada Bell Reference(s)	CLC Reference(s)	Notes / Status
21	Network transition and service rearrangement management.	CLC Operations Handbook-LISA, Sec 3G, <i>Rearrangements</i> .	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
		CLC Operations HB-SS7, Sec 3I, Signaling Link <i>Rearrangements</i> .		
		CCS Questionnaire, Sec III, 2 <i>Trunk Conversion Considerations</i> .		
22	Calling Party Number privacy management.	CLC HB-LISA, Section 5E, <i>Prerequisites, Limitations & Restrictions</i> .	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
23	Traffic engineering design criteria and capacity management.	Interconnection Agreement between _____ and Nevada, _____ 1998	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
24	Tones and announcements for unsuccessful call attempts.	CLC Operations HB-LISA, Section 9D, <i>Tones and Announcements</i> .	Compatibility Bulletin 154 Specifications for Special Information Tones(SIT) for Encoding Recorded Announcements	
		CCS Network Interface, Section 3.4, <i>Tones and Announcements</i> .		
		NOF Handbook, Section III, Pg 17, <i>Tones and Announcements</i> .		
25	Mutual aid agreement(s).	CLC Handbook, Section 7B1, <i>Emergency Preparedness</i> .	PATH Network Capacity Management Disaster Management Plan	

Bilateral Agreement Template

	Topic	Nevada Bell Reference(s)	CLC Reference(s)	Notes / Status
		<i>Agreement between BCCs for Nat'l Security Emergency Preparedness.</i>		
		<i>Mutual Aid Agreement Among IEC and LEC Carriers in California</i>		
26	Emergency communications plan.	Emergency Preparedness & Response Program, Tab 4, <i>Communications.</i>	Customer Connectivity Emergency Response Plan-CNSC Disaster Management Plan, Disaster Restoration Pre-Plans AT&T/Nevada Bell.	
		NOF Handbook, Section III, Pg 16, <i>Emergency Communications.</i>		
		CLC Operations HB-SS7, Sec 9b, <i>CCS Emergency Communications.</i>		
27	Billing records data exchange.		Interconnection Agreement between AT&T and Nevada Bell, 1998	
			Bellcore Practice BR010-200-010 Customer Usage Data Transfer Req.'s	
28	Pre-cutover internetwork trunk testing.	CCS Network Interface, Section 6.3, <i>Protocol Compatibility Testing.</i>	TR-54020 Vol. 1&2 AT&T specification of Common Channel Signaling System No. 7.	
		CLC Operations HB-LISA, Sec 3B & 3C <i>Pre-Service/Acceptance Tests.</i>		
		CLC Operations HB-SS7, Sec 3B & 3C <i>Protocol/Acceptance Tests.</i>		

APPENDIX MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

- 1.1 For purposes of this Appendix only, SBC-13STATE is defined as one of the following ILECs, as appropriate, in those geographic areas where the referenced SBC-owned Company is the ILEC: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.1.1 SBC-2STATE - As used herein, SBC-2STATE means SBC CALIFORNIA and SBC NEVADA, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.1.2 SBC-13STATE - As used herein, SBC-13STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE and SBC SNET the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.3 SBC MIDWEST REGION 5-STATE - As used herein, SBC MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.4 SBC SOUTHWEST REGION 5-STATE - As used herein, SBC SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.1.5 SBC SNET - As used herein, SBC SNET means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.3 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 SOUTHWEST REGION 5-STATE 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 SOUTHWEST REGION 5-STATE or SBC SNET that provided for such Local Loops Discount before the sunset date in each of the respective SBC SOUTHWEST REGION 5-STATE and SBC SNET states. Thus, notwithstanding anything to the contrary in this Appendix or Agreement, with respect to SBC SOUTHWEST REGION 5-STATE 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 SOUTHWEST REGION 5-STATE or SBC SNET that provided for this Local Loops Discount before the sunset date in each of the respective SBC SOUTHWEST REGION 5-STATE 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 SOUTHWEST REGION 5-STATE or SBC SNET that provided for such Local Loops Discount before the sunset date in each respective SBC SOUTHWEST REGION 5-STATE 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-13-STATE 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 MIDWEST REGION 5-STATE 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 MIDWEST REGION 5-STATE 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.

**Nevada Bell Telephone Company d/b/a SBC Nevada
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

**NEGOTIATED APPENDIX
RECIPROCAL COMPENSATION
(AFTER FCC ORDER NO. 01-131)**

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APPENDIX RECIPROCAL COMPENSATION

This Appendix provides for Reciprocal Compensation rates, terms, and conditions for all intercarrier telecommunications traffic exchanged pursuant to the underlying Interconnection Agreement ("Agreement") between Pacific Centrex Services, Inc. as a Competitive Local Exchange Carrier in this state (hereafter, "CLEC") and one of the following SBC Communications Inc.-owned Incumbent Local Exchange Carriers (hereafter, "ILEC"): Illinois Bell Telephone, 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 (a California corporation), The Southern New England Telephone Company (a Connecticut corporation), Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin (but only to the extent that the agent for the applicable SBC-owned ILEC executed the underlying Agreement for such SBC-owned ILEC). The Parties hereby agree as follows:

WHEREAS, CLEC obtained the underlying Agreement by requesting adoption of an existing Agreement with ILEC pursuant to Section 252(i) of the Federal Telecommunications Act of 1996 (known as the "Most Favored Nations" or "MFN" provision of the Act); and

WHEREAS, on April 18, 2001, the Federal Communications Commission (FCC) adopted its "Order on Remand and Report and Order" in its Intercarrier Compensation proceeding regarding traffic to Internet Service Providers (ISPs) (hereafter, the "ISP Intercarrier Compensation Order");¹ and

WHEREAS, the FCC in that Order suspended MFN requests affecting ISP and other Internet-bound traffic, stating in pertinent part:

Because we now exercise our authority under section 201 to determine the appropriate intercarrier compensation for ISP-bound traffic, however, state commissions will no longer have authority to address this issue. For this same reason, as of the date this Order is published in the Federal Register, carriers may no longer invoke section 252(i) to opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic[footnote omitted]. Section 252(i) applies only to agreements arbitrated or approved by state commissions pursuant to section 252; it has no application in the context of an intercarrier compensation regime set by this [Federal Communications] Commission pursuant to section 201 [footnote omitted].²

AND, WHEREAS the rates, terms and conditions for ISP traffic are legitimately-related to all other rates, terms and conditions for intercarrier compensation under the Agreement and have been negotiated in their entirety in this Appendix.

NOW, THEREFORE, ILEC and CLEC agree to the following rates, terms and conditions for all intercarrier traffic, including ISP and Internet-bound traffic, for the duration of the underlying Agreement, intending this document to be executed, filed, and approved as a negotiated Appendix separate from the underlying MFN Agreement.

1.0 APPENDIX SCOPE AND TERM

- 1.1 This Appendix sets forth the rates, 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 *In the Matter of Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*; CC Docket Nos. 96-98 and 99-68; FCC Order No. 01-131 (released April 27, 2001).

² ISP Intercarrier Compensation Order, para 82 (emphasis added).

- 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 This Appendix is intended to supercede and replace any and all Appendices, Attachments, Rate Schedules, or other sections of the underlying Interconnection Agreement that set forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC. 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 also 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.
- 1.7 The Parties agree that this Appendix shall be coterminous with the underlying Agreement and shall not extend or alter the term and termination provisions of the Agreement, subject to the exceptions in subsection 1.7.1 below.
 - 1.7.1 Retroactive Application back to the Effective Date of the Underlying MFN. The Parties recognize that an MFN interconnection agreement often receives speedier state approvals than the negotiated Appendix which will be affixed to that interconnection agreement. To the extent that the date of state approval of the underlying MFN interconnection agreement precedes the date of state approval of this Appendix, the Parties agree that the rates, terms and conditions of the Appendix will, upon state approval, apply retroactively to the date of state approval of the underlying MFN Agreement.

2.0 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.

3.0 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, the Parties agree that "Local Calls" and "Local ISP Calls" will be compensated at the same rates and rate structures, depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user or ISP of the other Party are:
 - (a) both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - (b) both physically located within neighboring ILEC Local Exchange Areas, or within an ILEC exchange and an Independent LEC exchange, that share a common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 3.3 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.
- 3.4 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch or, if operating in **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 traffic that is terminated at either parties' terminating switch. Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

4.0 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.

5.0 LOCAL CALL TERMINATION

- 5.1 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 Reciprocal Compensation Terminating Rates, attached hereto and incorporated by reference as if fully set forth below:
- 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 an 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 an 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.

6.0 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 5.0 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 Amendment, 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 5.0 above does not apply, and that the underlying 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 underlying Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

7.0 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.

8.0 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.

9.0 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 a **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-13STATE**s 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.

10.0 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.

11.0 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.

12.0 MEET POINT BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

- 12.1 Intercarrier 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 uage 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.

13.0 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.

14.0 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 for the rates contained herein 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-13STATEs**, **SBC-13STATEs** 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.

15.0 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.

16.0 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; Intercarrier 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 rates, 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 rates, 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.

17.0 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 rates, 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.

NEVADA BELL TELEPHONE COMPANY
Monthly Recurring

APPENDIX - PRICING
NEVADA/PACIFIC CENTREX SERVICES, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
RECIPROCAL COMPENSATION-LOCAL TRAFFIC TERMINATION		<u>USAGE</u>		
	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		

AMENDMENT NO. _____
TO THE AGREEMENT
RELATING TO LOCAL INTERCONNECTION
BETWEEN
NEVADA BELL
AND
PACIFIC CENTREX SERVICES, INC.

WHEREAS, NEVADA BELL TELEPHONE COMPANY (“Nevada”), formerly Nevada Bell, and Nevada Telephone, Inc. (“CLEC”) entered into an agreement relating to local interconnection which was jointly filed with the Nevada Public Utilities Commission (the “Commission”) on February 24, 2000 which became effective April 7, 2000 (“the Agreement”) which permits the parties to mutually amend the Agreement in writing; and

WHEREAS, Nevada and CLEC are hereby filing this Amendment to incorporate provisions relating to resale services into the Parties’ Interconnection Agreement;

NOW THEREFORE the Parties agree as follows:

1. This Amendment to the Agreement will be effective, absent rejection by the Public Utilities Commission of Nevada (“PUCN”) thirty 30 days after the filing date of this Amendment.
2. The following language has been added to Attachment 5: Local Services Resale and is attached hereto and incorporated herein:

4.8 Payphone Services

4.8.1 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.”

- 4.8.2 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.
- 4.8.3 **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:
- 4.8.3.1 IntraLATA subscriber 800 calls for which **SBC-13STATE** provides the 800 service to the subscriber and carries the call; and
- 4.8.3.2 IntraLATA calls placed using **SBC-13STATE**’s prepaid calling card platform and carried by **SBC-13STATE**.
- 4.8.4 **SBC-13STATE** will not be required to pay any Payphone Compensation for non-sent paid calls.
- 4.8.5 **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.
- 4.8.6 **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.

- 4.8.7 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.
- 4.8.8 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.
- 4.8.9 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**.
- 4.8.10 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:

4.8.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or

4.8.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or

4.8.10.3 False representation by CLEC.

3. Where the terms of the Agreement and the terms of this Amendment conflict, the terms of this Amendment shall govern.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
5. This Amendment is effective only for the term of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

*NEVADA BELL TELEPHONE
COMPANY

PACIFIC CENTREX SERVICES, INC.

By: SBC Telecommunications, Inc.,
its authorized agent

By: _____

By: _____

Print Name: John Stankey

Print Name: _____

Title: President-Industry Markets

Title: _____

Date Signed: _____

Date Signed: _____

AECN/OCN# _____

* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (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), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, Nevada Bell does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. Nevada Bell further notes 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.") By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Nevada Bell does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Nevada Bell 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.

ATTACHMENT 5
LOCAL SERVICES RESALE

LOCAL SERVICES RESALE

1. Telecommunications Services Provided for Resale

- 1.1. This Attachment describes several services which NEVADA shall make available to CLEC for resale pursuant to this Agreement. This list of services is neither all inclusive nor exclusive. All Telecommunications Services or offerings of NEVADA which are to be offered for resale at wholesale rates pursuant to the Act, regulations thereunder, and relevant Commission decisions, are subject to the terms herein, even though they are not specifically enumerated or described. NEVADA shall also provide support functions and service functions, as set forth in Sections 4 and 5 of this Attachment 5. The Telecommunications Services provided for resale, and the service functions and support functions provided by NEVADA to CLEC pursuant to this Agreement are collectively referred to as "Local Service." NEVADA shall make promotional offerings available to CLEC for resale. NEVADA shall apply the wholesale discount to the retail price or ordinary rate for a retail service rather than a special promotional rate when such promotions will be in effect for no more than 90 days and NEVADA does not use such promotional offerings to evade its wholesale rate obligations. If NEVADA offers a new service or a service which has not been tariffed on a short-term promotional basis, it must establish the standard retail price or ordinary rate for those services and make those services available to CLEC at that price less the wholesale discount. NEVADA will not use such promotional offerings to evade the wholesale rate obligation, for example by making available a sequential series of 90-day promotional rates.
- 1.2. The rights, obligations and duties set forth in this Attachment are subject to the Act, regulations thereunder, and relevant Commission decisions.

2. General Terms and Conditions for Resale

2.1. Pricing

The prices charged to CLEC for resold Local Service are set forth in Attachment 8 of this Agreement. All Telecommunications Services, including without limitation, promotions, pricing plans, Lifeline Services custom offers and discounts for volume and term commitments, shall be available to CLEC at wholesale rates as specified in Attachment 8, and shall be no less favorable than the wholesale rates made available by NEVADA to similarly situated CLCs; provided, however, pursuant to Section 252 of the Act, implementing regulations and any court or Commission decisions applicable thereto, NEVADA shall make available to CLEC, without unreasonable delay, any Local Service contained in any agreement to which NEVADA is a party

that has been filed and approved by the Commission. NEVADA shall also make available custom offers at wholesale rates, provided, however, that custom offers shall only be available for resale to similarly situated customers and further provided that avoided costs for such custom offers shall be determined by the methodology adopted by the Commission. CLEC shall receive the same volume discounts from NEVADA for Telecommunications Services, including CENTREX, based on its wholesale volume that NEVADA provides to its retail customers based on their retail volume without regard to the number of customers to which CLEC resells such service. In no event shall CLEC be required to agree to volume or term commitments (other than those which may be applicable to NEVADA's end user customers) as a condition for obtaining Local Service at wholesale rates.

2.2. **Resale Restrictions**

To the extent consistent with applicable rules and regulations of the FCC and the Commission, CLEC may resell Local Services to provide Telecommunications Services. NEVADA will not impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. Services that NEVADA has grandfathered or grandfathers in the future may only be resold to end-user customers already subscribing to those same services. Lifeline Service may be resold only to end-user customers who would be eligible to receive Lifeline Service from NEVADA.

2.3. **Dialing and Service Parity; Number Retention**

2.3.1. Unless technically infeasible, for resold service, NEVADA shall ensure that all CLEC customers experience the same dialing parity as similarly-situated NEVADA customers, such that, for all call types: (i) an CLEC customer is not required to dial any greater number of digits than a similarly-situated NEVADA customer; (ii) the CLEC customer may retain its local telephone number with no loss of features and functionalities; and (iii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an CLEC customer is at least equal in quality to that experienced by a similarly-situated NEVADA customer. This subsection shall apply to 1+ intraLATA calls on the availability date resulting from any Commission order authorizing or requiring intraLATA toll dialing parity in Nevada.

2.3.2. For resold services, NEVADA shall ensure that all CLEC customers experience the same service levels as similarly situated NEVADA customers, and, unless technically infeasible, that there is no loss of features or functionalities, including, but not limited to: same dial tone and ringing; same capability for either dial pulse or touch tone

recognition; flat and measured services; speech recognition as available; same extended local free calling area; 1+ IntraLATA toll calling; InterLATA toll calling and international calling; 500, 700, 800/888, 900, and dial around (10XXX/101XXX) services; and restricted collect and third number billing.

2.4. **Changes in Retail Service**

NEVADA will notify CLEC of any changes in the terms and conditions under which it offers Local Telecommunications Services at retail to subscribers who are not telecommunications service providers or carriers, at least 60 days prior to the effective date of such change.

2.5. **Primary Local Exchange Carrier Selection**

NEVADA shall apply the principles set forth in Section 64.1100 of the FCC Rules (47 C.F.R. Section 64.1100) to the process for end-user selection of a primary local exchange carrier. NEVADA shall not require a written letter of authorization from the customer, and shall not require a disconnect order from the customer, another carrier, or another entity, in order to process an CLEC order for Local Service for the customer.

2.6. **Forecasts**

CLEC shall provide to NEVADA forecasts of the number of Resale Services at a LATA level on a semi-annual basis. CLEC will provide the first such forecast prior to submitting the first Link order. Where and when CLEC has forecasts for Links at a more discrete level, CLEC will provide such forecasts to NEVADA.

3. **Requirements for Specific Services**

3.1. **CENTREX Requirements**

3.1.1. At CLEC's option, CLEC may purchase the entire set of CENTREX features or a subset of any one or any combination of such features. The CENTREX Service provided for resale will meet the following requirements:

3.1.1.1. All deployed features and functions of CENTREX Service offered to any NEVADA customer, whether offered under tariff or otherwise filed with the Commission, shall be available to CLEC, where deployed, for resale, without any customer class restrictions other than those which may be imposed by applicable orders of the FCC or the Commission.

- 3.1.1.2. NEVADA shall provide to CLEC a list of all CENTREX features and functions offered by NEVADA within thirty (30) days or less of the Effective Date of this Agreement.
- 3.1.1.3. All service levels and features of CENTREX Service provided by NEVADA for resale by CLEC shall be at parity to those provided to NEVADA's end user customers.
- 3.1.1.4. CLEC shall pay a one time, non-recurring charge, as set forth in Attachment 8 of this Agreement to pay for the cost of suppressing the need for CLEC customers to dial "9" ("Assumed Dial 9") when placing calls outside the CENTREX System.
- 3.1.1.5. CLEC may utilize Automatic Route Selection (ARS).
- 3.1.1.6. CLEC may aggregate the CENTREX local exchange and IntraLATA traffic usage of CLEC Customers to qualify for volume discounts on the basis of such aggregated usage.
- 3.1.1.7 CLEC may aggregate multiple CLEC Customers on dedicated access facilities. CLEC shall pay the rates for DS-1 termination set forth in Attachment 8 of this Agreement for such service.

3.2. **CLASS and Custom Calling Features Requirements**

Where deployed and offered, CLEC may purchase the entire set of CLASS and Custom Calling features and functions, or any one or any combination of such features, on a customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased. NEVADA shall provide to CLEC a list of all such CLASS and Custom features and functions within thirty (30) days or less of the Effective Date of this agreement.

3.3. **Exception Account Notification**

- 3.3.1. An end-user customer account may be considered an "Exception Account," for purposes of this Agreement, when certain conditions exist (e.g. the LifeLine Service rate is billed, Deaf and Disabled equipment has been provided, tax exemptions exist, participation in other programs which provide for reduced or special rates, or subsidies).
- 3.3.2. NEVADA shall forward the account information to CLEC which identifies a specific end-user as currently eligible and participating in

such programs, in an electronic format in accordance with the procedures set forth in this Attachment and Attachment 11.

3.3.3. NEVADA shall provide Lifeline Service to CLEC for resale until such time as CLEC becomes eligible to receive support from the federal Lifeline subsidy program. Thereafter, NEVADA shall provide CLEC the capabilities required for Lifeline Service at parity with the Lifeline Service offered to NEVADA's end-user customers.

3.4. **Intercept and Transfer Services**

Upon request from CLEC, NEVADA will provide an intercept referral message that includes any new CLEC telephone number for the same period of time as Nevada provides to its existing end user customers, and NEVADA will provide directory updates at the next publication. This intercept referral message shall be approved by CLEC and shall be similar in format to the intercept referral messages currently provided by NEVADA for its own end users.

3.5. **E911/911 Services**

NEVADA shall provide to CLEC, for CLEC customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP) at parity to that provided to NEVADA's end-user customers. NEVADA's ALI database shall provide the PSAP with CLEC customer information. Nevada will assist the PSAP in determining the appropriate CLC to contact in the case of misrouted calls belonging to each CLC. NEVADA will provide CLEC with access to NEVADA's Master Street Address Guide (MSAG), in paper form and magnetic tape, for purposes of allowing CLEC to update and validate customer records in the E911 Management System (E911 MS) database used to support E911/911 services. NEVADA will provide CLEC revised copies of the MSAG on a quarterly basis until such time as it is electronically available through EDI, at which time NEVADA will no longer provide CLEC with paper or tape copies thereof. NEVADA will offer to CLEC a diskette version of the MSAG, when available. NEVADA will use all reasonable efforts to maintain the MSAG database consistent with correct information in the PREMIS database. Nothing in this Agreement precludes CLEC from establishing and updating its own ALI/DMS data base.

4. **Support Functions for Resold Services:**

4.1. The following support functions are offered in conjunction with a resold service: Operator Services. Operator Services consists of Directory Assistance and Operator Assistance.

4.2. **Routing to Operator Services**

Where CLEC purchases resold Local Service, at CLEC's option, NEVADA will provide the functionality and features required to modify the originating subscriber's line at NEVADA's local switch (LS) or, when intraLATA presubscription is implemented, NEVADA's Access Tandem (AT) to route all calls to the CLEC Network for Operator Services. Such routing to CLEC's Operator Services shall be available as specified in Attachment 6, Section 7.1.4.

4.2.1. Operator Services:

Operator Assistance calls which, at CLEC's option, are routed to NEVADA will meet the following requirements:

4.2.1.1. The calls will be unbranded, with no reference, express or implied, to NEVADA. When technically feasible the calls will be branded "CLEC" or such other brand as may be requested by CLEC.

4.2.1.2. NEVADA will provide the following services to CLEC's end users at no charge in parity with the information NEVADA provides its own end users:

4.2.1.2.1 For intraLATA rates where CLEC concurs with NEVADA's rates, NEVADA will quote call time and charges for CLEC's end users.

4.2.1.2.2 For intraLATA rates where CLEC does not concur with NEVADA's rates, NEVADA will transfer CLEC's end user to the number supplied by CLEC for such requests.

4.2.1.2.3 For interLATA rate information and calling plan rate information, NEVADA will provide CLEC's end user with appropriate dialing instructions to reach their carrier for such information.

4.2.1.3. NEVADA will provide Operator Services to CLEC which are at parity with services which NEVADA provides to itself and its own end-user customers.

4.2.2. **Directory Assistance:**

4.2.2.1. In accordance with the availability as specified in Section 7.1.4 of Attachment 6 to this Agreement, at CLEC's option, NEVADA shall route local Directory Assistance calls dialed by CLEC customers directly to the specified CLEC trunk group. With implementation of IntraLATA Presubscription, intraLATA foreign NPA calls will be routed based upon the end user's intraLATA PIC.

4.2.2.2. Subject to the conditions set forth in Attachment 4, Sections 2 and 3, NEVADA will include the CLEC customer's listing in its Directory Assistance database as part of the Service Order process. NEVADA will honor CLEC customer's preferences for listing status, including non-published, as noted on the Service Order Request or similar form and will ensure that the listing appears as CLEC requested in the NEVADA database which is used to perform Directory Assistance functions.

4.3. **Operator Assistance:**

4.3.1. NEVADA will provide the full range of Operator Assistance, at the rates set forth in Attachment 8, including, but not limited to, collect, person-to-person, station-to-station, bill-to-third party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.

4.3.1.1. At CLEC's option, and consistent with the implementation schedule set forth in Attachment 6, Section 7.1.4, NEVADA shall route local Operator Assistance calls (0+, 0-) dialed by CLEC customers directly to the CLEC Local Operator Assistance platform. Such traffic shall be routed over trunk groups specified by CLEC which connect NEVADA end offices and the CLEC Local Operator Assistance platform, using standard Operator Assistance dialing protocols of 0+ or 0-.

4.3.1.2. NEVADA will provide the functionality and features within its Local Switch (LS) to route CLEC customer dialed 0- and 0+ IntraLATA calls to the CLEC designated trunk on the Main Distribution Frame (MDF) or Digital Cross Connect (DSX) panel via Modified Operator Services Signaling (MOSS) Feature Group C signaling. In all cases, NEVADA will

provide post-dial delay at least equal to that provided by NEVADA for its end user customers.

In addition and at CLEC's request, when intraLATA presubscription is implemented, NEVADA will provide the functionality and features within its Access Tandem to route CLEC customer dialed 0- calls to the CLEC designated trunk on the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel via Feature Group D signaling to CLEC. On 0+ calls NEVADA will route the calls to the presubscribed carrier of CLEC's end user customer.

4.3.1.3. NEVADA will warm-line transfer any CLEC customer requesting rate information to CLEC, as follows:

4.3.1.3.1. Warm-line transfers without charge: NEVADA will warm-line transfer any CLEC customer requesting intraLATA rate information (except calling plan information), at no charge to CLEC.

4.3.1.3.2. Warm-line transfers are unavailable under general tariff. At CLEC's request, subject to a mutually agreed upon contract, NEVADA will warm-line transfer any CLEC customer requesting interLATA, interstate or international rate information, as well as intraLATA calling plan information, and charge CLEC the mutually agreed upon rate for carrier-to-carrier warm-line transfers.

4.3.2. Repair Calls:

Either Party shall refer repair calls dialed by the other Party's end-user customer to the repair number supplied by the appropriate Party. When technically feasible at CLEC's option NEVADA shall provide the ability to route 611 repair calls directly to CLEC's repair services platform.

4.3.3. Non-discriminatory Treatment:

All direct routing capabilities described herein shall permit CLEC customers to dial the same telephone numbers for CLEC Directory Assistance or Local Operator that similarly-situated NEVADA customers dial for reaching equivalent NEVADA services. Such non-discriminatory dialing to reach CLEC's Directory Assistance or Local

Operator shall be available consistent with the implementation schedule in Attachment 6, Section 7.1.4.

4.3.4. Emergency Calls:

NEVADA, no later than ten (10) business days after the Effective Date, shall provide to CLEC the emergency public agency (e.g., police, fire, ambulance) telephone numbers linked to each NPA-NXX.

Such data will be transmitted via the Electronic Interface described in Attachment 11, or by an interim means agreed by the Parties. NEVADA will electronically transmit to CLEC, in a timely manner, all changes, alterations, modifications and updates to such data. NEVADA shall accurately transmit information provided to NEVADA by the emergency public agency, but assumes no liability for the accuracy of such information.

4.4. **Busy Line Verification and Emergency Line Interrupt**

Until such time as an electronic interface is made available by NEVADA to access NEVADA's switch for Operator Services, if CLEC has purchased the resale line without NEVADA's Operator Services, NEVADA will offer Operator-to-Operator BLV/BLVI to CLEC on a non-discriminatory basis, in accordance with LERG instructions. NEVADA requires that a reciprocal BLV/BLVI network be established between NEVADA and CLEC's operator service provider.

4.5. **Access to the Line Information Database**

NEVADA shall update and maintain CLEC customer information in the Line Information Database ("LIDB") in the same manner and on the same schedule that it maintains information in LIDB for NEVADA customers.

4.6. **Telephone Line Number Calling Cards**

Effective as of the date of an end-user's subscription to CLEC Service, NEVADA will remove any NEVADA-assigned telephone line calling card number (including area code) ("TLN") from the LIDB.

4.7. **Call Blocking**

Upon CLEC's request, NEVADA will provide blocking on a line by line basis of an CLEC customer's access to any or all of the following call types: 900, bill to third and collect, and such other call types for which NEVADA provides blocking to similarly situated customers.

4.8 **Payphone Services**

4.8.1 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."

- 4.8.2 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.
- 4.8.3 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:
- 4.8.4 IntraLATA subscriber 800 calls for which SBC-13STATE provides the 800 service to the subscriber and carries the call; and
- 4.8.5 IntraLATA calls placed using SBC-13STATE's prepaid calling card platform and carried by SBC-13STATE.
- 4.8.6 SBC-13STATE will not be required to pay any Payphone Compensation for non-sent paid calls.
- 4.8.7 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.
- 4.8.8 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.

4.8.9 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.

4.8.10 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.

4.8.11 Except as provided otherwise in this Section 4.8.11, 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.

4.8.12 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:

4.8.13 CLEC's failure to comply with all the terms and conditions of this Appendix; or

4.8.14 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or

4.8.15 False representation by CLEC.

5. Service Functions

5.1. Electronic Interface

5.1.1. In the event that an EDI interface has not been deployed prior to CLEC's intent to enter the NEVADA market, NEVADA shall provide an interim electronic interface known as Resale Mechanized Interface/Network Data Mover ("RMI/NDM") for transferring and receiving all Service Orders and related information such as Firm Order Confirmations (FOC), Jeopardies, Rejects, Simple and Complex Completions. The NDM network interface shall be administered through a gateway that will serve as a single point of contact for the transmission of data from CLEC to NEVADA, and from NEVADA to CLEC. The requirements and implementation of such a data transfer system are/will be set forth in Attachment 11 and are incorporated by this reference as though fully set forth herein. An NDM interface will be made available within thirty (30) days of NEVADA's receipt of a written request from CLEC to make such interface available or upon implementation at Pacific Bell, whichever is earlier. It is understood that this interface will be the same as that implemented within Pacific Bell.

5.1.2. For the Long Term, NEVADA and CLEC agree to adopt an Electronic Interface ("EI") standard to transmit and receive Pre-Order, Order and Provisioning data in a "real time" environment. CLEC and NEVADA will exchange requests and responses over the EDI interface established between CLEC and Pacific Bell. Both companies agree that this solution is in their mutual best interest and will negotiate in good faith for the earliest possible deployment of an EI standard, as set forth in Attachment 11. It is understood that this interface will be the same as that implemented within Pacific Bell, and that deployment within NEVADA will be in conjunction with deployment in Pacific Bell.

5.2. Work Order Processes

5.2.1. NEVADA shall ensure that all work order processes used to provision Local Service to CLEC for resale meet the service parity requirements set forth in this Agreement or its Attachments

5.2.2. Additional Service Ordering, Provisioning, Maintenance, Billing and Customer Usage Data requirements and procedures are set forth in Attachments 11, 12, 13 and 14.

5.3. **Point of Contact for CLEC Customers**

- 5.3.1. Except as otherwise provided in this Agreement, CLEC shall be the single and sole point of contact for all CLEC customers.
- 5.3.2. Each Party shall refer all questions regarding the other Party's service or product directly to the other Party at a telephone number specified by the other Party.
- 5.3.3. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services; (iii) shall not use these misdirected calls as opportunities to solicit the move from one company to another.

5.4. **Single Point of Contact**

Each Party shall provide the other Party with a Single Point of Contact (SPOC) for all inquiries regarding the implementation of this Attachment. Each Party shall accept all inquiries from the other Party and provide timely responses.

5.5. **Pre-Service Order Information**

To facilitate the ordering of new service for resale or changes to such service to an CLEC customer (Service Order), NEVADA shall provide, consistent with the information exchange as set forth in Attachment 11, Appendix A, CLEC's representatives with access to NEVADA's address, telephone number, and switch feature information. This will allow CLEC to perform functions such as, but not limited to, Telephone Number Assignment, an LSO to address correlation, service and feature availability by Switch type and other such functions which are deemed necessary to provide the customer with a common experience when dealing with CLEC. NEVADA shall comply with CLEC requests to:

- 5.5.1. Obtain customer information, including customer name, billing and residence address, billing telephone number(s), current participation in Voluntary Federal Customer Financial Assistance Program if available, Telephone Relay, and other similar services, and identification of NEVADA features and services subscribed to by customer;

- 5.5.2. Obtain information on all features and Local Telecommunication Services available for resale by switch CLLI/NPA-NXX. This information will be provided monthly on diskette. When the interfaces specified in Section 5.1.2 are implemented for real-time access via an electronic interface, NEVADA will no longer provide CLEC with a monthly diskette;
- 5.5.3. Enter the CLEC customer order for all desired features and services;
- 5.5.4. Assign a telephone number (if the CLEC customer does not have one assigned);
- 5.5.5. Identify the appropriate primary directory for each end-user location;
- 5.5.6. Identify "next available due date" for service installation;
- 5.5.7. Provide service availability dates;
- 5.5.8. Order local, intraLATA toll service, and enter CLEC customer's choice of primary interexchange carrier on a single, unified order;
- 5.5.9. Suspend or terminate service to an CLEC customer for non-payment and restore service, as appropriate, at parity with NEVADA's ability to suspend or terminate service;
- 5.5.10. Obtain street address information for address verification and street-address-to-wire-center correlation; and,
- 5.5.11. Obtain Directory Book Codes and Publication Close Dates by NPA-NXX and Service Area Name. This information is available in NEVADA's CLC Handbook.

5.6. **Provisioning**

After receipt and acceptance of a Service Order, NEVADA shall provision such Service Order in accordance with the performance standards set forth in Attachment 17 and as set forth below:

- 5.6.1. NEVADA shall provide CLEC with service status notices, within mutually agreed-upon intervals. Such status notices shall include the following:
 - 5.6.1.1. Firm order confirmation, including service availability date, and the need for a service dispatch;

5.6.1.2. Order completion notification of installation which details the work performed, date completed and any additional information, such as material charges;

5.6.1.3. Rejections/errors in Service Orders;

5.6.1.4. Jeopardies and missed appointments;

5.6.1.5. Charges associated with necessary construction;

5.6.1.6. Except for basic exchange service, order status at critical intervals;

5.6.1.7. Except for basic exchange service, test results, where available, will be provided in a form mutually agreeable.

5.6.2. Where NEVADA provides installation, NEVADA shall advise an CLEC customer to notify CLEC immediately if the CLEC customer requests a service change at the time of installation.

5.6.3. NEVADA shall provide provisioning support to CLEC at parity with the normal business hours it supports its own retail unit. Currently, those hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. PST. In the event NEVADA changes its hours of operations, NEVADA will notify CLEC of such change in writing.

5.6.4. NEVADA shall provide training for all NEVADA employees who may communicate, either by telephone or face-to-face, with CLEC customers, during the provisioning process. Such training shall instruct the NEVADA employees not to disparage or discriminate against CLEC, its products or services, and shall comply with the branding requirements of this Agreement.

5.6.5. At CLEC's option, CLEC may designate directory listings (Directory Assistance listing and Telephone Directory listing) for existing customers be migrated "as is", with no additional information required.

5.7. **Maintenance**

Maintenance shall be provided in accordance with the requirements and standards set forth in Attachment 12. Maintenance will be provided by NEVADA in accordance with the service parity requirements set forth in this Attachment.

5.8. **Provision of Customer Usage Data**

NEVADA shall provide the Customer Usage Data recorded by NEVADA. Such data shall include CLEC customer Usage Data for Local Service, including both local and intraLATA toll service, all in accordance with the terms and conditions set forth in Attachment 14.

5.9. **Service/Operation Readiness Testing**

5.9.1. In addition to testing described elsewhere in this Section, NEVADA shall test the systems used to perform the following functions sixty (60) days or less if mutually agreed to by the Parties, prior to commencement of NEVADA's provision of Local Service to CLEC, in order to establish system readiness capabilities:

5.9.1.1. All interfaces between CLEC and NEVADA work centers for Service Order, Provisioning;

5.9.1.2. Maintenance, Billing and Customer Usage Data;

5.9.1.3. The process for NEVADA to provide customer service records;

5.9.1.4. The installation scheduling process;

5.9.1.5. Telephone number assignment;

5.9.1.6. Procedures for communications and coordination between CLEC SPOC and NEVADA's Local Operations Center (LOC);

5.9.1.7. Procedures for transmission of Customer Usage Data; and

5.9.1.8. Procedures for transmitting bills to CLEC for Local Service.

5.9.2. The functionalities identified above shall be tested in order to determine whether NEVADA performance meets the applicable service parity requirements and other performance standards set forth herein. NEVADA and CLEC shall make available sufficient technical staff to perform such testing. NEVADA and CLEC technical staffs shall be available to meet as necessary to facilitate testing. NEVADA and CLEC shall mutually agree on the schedule for such testing.

5.9.3. At either Party's request, each Party shall provide to the other Party any results of the testing performed pursuant to the terms of this Attachment. Either Party may review such results and shall notify the

other Party of any failures to meet the requirements of this Agreement.

5.9.4. During the term of this Agreement, NEVADA shall participate in cooperative testing within 30 days of CLEC's request, whenever it is deemed necessary by CLEC to ensure service performance, reliability and customer serviceability. Additional optional testing, above and beyond that which is normally required to assure NEVADA's service performance, reliability and customer serviceability, requested by CLEC, will be billed according to the rates outlined in Attachment 8 to this Agreement.

5.10. **Billing For Local Service**

5.10.1. NEVADA shall bill CLEC for Local Service provided by NEVADA to CLEC pursuant to the terms of this Attachment, and in accordance with the terms and conditions for Connectivity Billing and Recording in Attachment 13.

5.10.2. NEVADA shall recognize CLEC as the customer of record for all Resold Local Service and will send all notices, bills and other pertinent information directly to CLEC unless CLEC specifically requests otherwise.

AMENDMENT
TO THE AGREEMENT
RELATING TO LOCAL INTERCONNECTION
BETWEEN
NEVADA BELL TELEPHONE COMPANY D/B/A SBC NEVADA BELL
TELEPHONE COMPANY
AND
PACIFIC CENTREX SERVICES, INC.

WHEREAS, NEVADA BELL TELEPHONE COMPANY D/B/A SBC NEVADA BELL TELEPHONE COMPANY (“Nevada”), and NEVADA TELEPHONE, INC. (“CLEC’S NAME”) entered into an relating to local interconnection which was jointly filed with the Nevada Public Utilities Commission (the “Commission”) on February 24, 2000 which became approved on April 27, 2000 (“the Agreement”) which permits the parties to mutually amend the Agreement in writing; and

WHEREAS, the Parties wish to amend the Agreement to add Appendix UNE Combining/Schedule – UNE Combinations.

NOW THEREFORE the Parties agree as follows:

1. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court’s opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit’s decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC’s Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the “ISP Inter-carrier Compensation Order”) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this

Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Nevada reserves its right to exercise its option at any time in the future to adopt on a date specified by Nevada 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. 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 that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment 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. 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.

2. This Amendment to the Agreement will be effective, absent rejection by the Commission.
3. The Agreement is hereby amended to add Appendix UNE Combining/Schedule – UNE Combinations, and is attached hereto.
4. Where the terms of the Agreement and the terms of Appendix UNE Combining/Schedule – UNE Combinations conflict, the Appendix UNE Combining/Schedule – UNE Combinations shall govern.
5. All other terms of the Agreement will remain the same.
6. This amendment is effective only for the term of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

PACIFIC CENTREX SERVICES, INC..

NEVADA BELL TELEPHONE
COMPANY D/B/A SBC NEVADA BELL
TELEPHONE COMPANY

AECN/OCN#

By: SBC Telecommunications, Inc.,
its authorized agent

By: _____

By: _____

Print Name: _____

Print Name: _____

Title:

Title: President – Industry Markets

Date Signed: _____

Date Signed: _____

APPENDIX UNE COMBINING

1. INTRODUCTION

- 1.1 This Appendix, UNE Combining, sets forth the terms and conditions which govern the combining activities involving unbundled network elements (UNEs) to be performed by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). CLEC's shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC-13STATE's network.
- 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 Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 The terms and conditions contained in this Appendix shall supersede any conflicting terms and conditions contained within the CLEC's Interconnection Agreement. The CLEC's underlying contract must contain all the necessary UNEs to make any combination involving UNEs; there are no UNEs offered or otherwise provided for in this Appendix. Unless and until an amendment providing for any UNE not included in the Agreement is reached, a combination involving any such UNE cannot be ordered or implemented. This Appendix does not create, imply, or otherwise form the basis of any SBC-13STATE obligation to unbundle any network element or to engage in any negotiations under 47 U.S.C. §§ 251, 252 or otherwise.
- 1.4 Other than as expressly set forth in this Appendix, or as contained in the Agreement and which is not superseded per Section 1.3 of this Appendix, SBC-13STATE has no obligation to combine UNEs, or to combine a UNE with a network element possessed by CLEC.
- 1.5 As used herein, SBC-13STATE means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 PACIFIC -As used herein, PACIFIC means the applicable above listed ILEC doing business in California.

2. GENERAL TERMS AND CONDITIONS

- 2.1 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).
- 2.2 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.
- 2.3 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.

3. NEW COMBINATIONS INVOLVING UNEs

- 3.1 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 the relevant State Commission and any other applicable law.
- 3.2 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 3.1 of this Appendix.
- 3.3 In accordance with and subject to the provisions of this Section 3, including Section 3.3.2 and 3.5, 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.

3.3.1 A “Pre-existing Combination” shall not be considered a new combination involving UNEs under this Section. A “Pre-existing Combination” means a combination of UNEs where no physical work is required by SBC-13STATE at an SBC-13STATE premises, an outside plant location, or a customer premises, in order to establish physical connections between the UNEs that constitute the UNE combination. A Pre-existing Combination includes all orders within the definition of “Contiguous Interconnection of Network Elements.”

3.3.1.1 “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 3.3.1.1(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.)

- 3.3.1.2 Reconfigurations of existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the FCC's Supplemental Order Clarification, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000), shall not be considered a new combination involving UNEs hereunder.
- 3.3.2 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:
- 3.3.2.1 Section 3, 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.
- 3.3.2.2 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 3.3.2.2 shall apply in accordance with its terms, regardless of any "change of law" or "intervening law" or similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this Section 3.3.2.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.

- 3.3.2.3 Without affecting the application of Section 3.3.2.2 (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.
- 3.3.3 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.
- 3.3.4 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.

- 3.3.5 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 the Schedule(s) – UNE Combinations, which work is not covered by the charges applicable per Section 3.3.4. For any such work that is required to be done by SBC13-STATE under Section 3.1, 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.
- 3.4 In accordance with and subject to the provisions of this Section 3, any request not included in Section 3.3 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, special request, or equivalent process applicable under the Agreement (generically referred to in this Appendix as “BFR”).
- 3.4.1 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.
- 3.4.2 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 SBC13-STATE under Section 3.1. Such fee shall be calculated using the Time and Material charges as reflected in State-specific pricing. SBC-13STATE's preliminary substantive response 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 3.1, CLEC shall be charged a market-based rate for any such work.

- 3.5 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section 3 apply only in situations where each of the following is met:
- 3.5.1 it is technically feasible, including that network reliability and security would not be impaired;
 - 3.5.2 **SBC-13STATE**'s ability to retain responsibility for the management, control, and performance of its network would not be impaired;
 - 3.5.3 **SBC-13STATE** would not be placed at a disadvantage in operating its own network;
 - 3.5.4 it would not impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with **SBC-13STATE**'s network; and
 - 3.5.5 CLEC is
 - 3.5.5.1 unable to make the combination itself; or
 - 3.5.5.2 is a new entrant and is unaware that it needs to combine certain UNEs to provide a telecommunications service, but such obligation under this Section 3.5.5 ceases if **SBC-13STATE** informs CLEC of such need to combine.
- 3.6 For purposes of Section 3.5.5 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:
- 3.6.1 at an **SBC-13STATE** premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;
 - 3.6.2 for **PACIFIC** only, within an Adjacent Location arrangement (if provided for in the Agreement).
- 3.7 Section 3.5.5 shall only begin to apply thirty (30) days after notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 3.5.5 with respect to any request for a combination involving UNEs.
- 3.8 Nothing in this Appendix or the 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:

- 3.8.1 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));
- 3.8.2 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;
- 3.8.3 SBC-13STATE need not provide combinations involving network elements that do not constitute required UNEs, or where UNEs are not requested for permissible purposes.

4. RESERVATION OF RIGHTS

- 4.1 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 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 (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.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 5.1 The provisions of this Appendix are all legitimately related to each other and to the UNE rates, terms and conditions in the Agreement, and shall be subject to all other rates, terms and conditions contained in the Agreement which are legitimately related to this Appendix. Without limiting the general applicability of the foregoing, the following terms and conditions of the 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.

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

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
NEVADA BELL TELEPHONE COMPANY
d/b/a SBC NEVADA BELL TELEPHONE COMPANY
AND
PACIFIC CENTREX SERVICES, INC.

WHEREAS, Nevada Bell Telephone Company (“Nevada”) and Nevada Telephone, Inc. (“CLEC”) entered into an Interconnection Agreement which became effective on April 7, 2000 (“the Agreement”); and

WHEREAS, the Agreement permits the Parties to mutually agree to amend the Agreement in writing.

NOW THEREFORE, the Parties agree to amend the Agreement as indicated herein:

1. Without limiting or otherwise affecting the Agreement and its interpretation as it existed prior to this Amendment, Nevada shall provide CLEC access on an unbundled basis to the intraLATA interexchange transmission capabilities of Nevada’s existing network as and to the extent required by FCC rules and orders (“IntraLATA Transmission Capabilities”). As used herein, “IntraLATA Transmission Capabilities” includes the L-PIC Ability (as defined below).

2. In conjunction with CLEC’s purchase of an unbundled local circuit switching (ULS) port with unbundled shared transport from Nevada under the Agreement and as and to the extent required by FCC rules and orders, Nevada shall specifically make available, upon a ULS port-specific request, the ability to route over Nevada’s existing network “1+” intraLATA calls originating from that ULS port (“L-PIC Ability”). The L-PIC Ability will be provided from Nevada’s originating end-office where the ULS port is being provided, and consists of use of Nevada’s existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as intraLATA toll calls originated from the same end-office by Nevada’s retail end-user customers for whom Nevada is the presubscribed intraLATA toll carrier. The L-PIC Ability shall be made available through the use by CLEC of Nevada’s routing code or, if the means exist and are enabled by Nevada to use CLEC’s Carrier Identification Code (CIC) instead of Nevada’s code, then using CLEC’s CIC.

3. In addition to other applicable charges, including Switch Usage Interoffice – Originating for the ULS port and associated SS7 signaling, for use of the L-PIC Ability, CLEC will pay Switch Usage - Tandem Switching (Shared Transport), and Switch Transport - Common, which rates have been previously set forth in the Agreement. Any other use of the IntraLATA Transmission Capabilities shall be requested, and associated terms, conditions, and rates established, through the bona fide request process (or its similar counterpart) set forth in the Agreement, unless such use is otherwise already provided for in the Agreement.

4. CLEC has the sole responsibility for entering into arrangements with terminating carriers for traffic originated by CLEC’s customers, including those carried on the IntraLATA Transmission Capabilities. CLEC must indemnify and defend Nevada against any claims and/or damages that may result from the transmission of such traffic to any other carrier.

5. CLEC is and will remain solely liable and responsible for any terminating compensation charges applicable to traffic originating with such ULS ports, including the traffic carried by the IntraLATA Transmission Capabilities, including terminating access charges payable to Nevada (beginning with the trunk side of Nevada’s terminating end-office) and to third party carriers, as applicable. The foregoing provisions

of this Paragraph 5 shall not prejudice or otherwise affect any position that either Party may take on the application of terminating access charges in any subsequent negotiation, arbitration, or otherwise.

6. This Amendment, including Nevada's offer of the IntraLATA Transmission Capabilities, is not, and shall not in any way be construed to be, an admission by Nevada or any of its affiliates that any one of them has acted wrongfully and/or unlawfully in any manner. This Amendment, including Nevada's offer of the IntraLATA Transmission Capabilities, shall not be construed in any proceeding as a present or past admission of liability; shall not in any way be used as proof or evidence in any proceeding on whether Nevada previously was required by law to provide such Capabilities; and shall not be used as proof or evidence that Nevada should be required under this Amendment, the Agreement, or otherwise to continue to provide unbundled local circuit switching, unbundled shared transport, or such Capabilities notwithstanding the operation of Paragraph 8 of this Amendment.

7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED. Defined terms not given a definition herein shall have the meaning ascribed to them in the Agreement.

8. 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, including this Amendment, 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 to the extent set forth in such request. In such event the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement to the extent necessary. 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 IntraLATA Transmission Capabilities are offered solely in conjunction with unbundled shared transport and therefore subject to the same intervening occurrences (as set forth in this Paragraph) that affect unbundled shared transport. In addition, the Parties understand and agree that the FCC's Forfeiture Order, FCC 02-282, released on October 9, 2002, also forms the basis and rationale underlying Nevada's offering of the IntraLATA Transmission Capabilities provided for in this Amendment, and the Capabilities are subject to the intervening occurrences (as set forth in this Paragraph) with respect to the Forfeiture Order. Notwithstanding any other change of law provision in the underlying agreement, the Parties acknowledge and agree that in entering this Amendment neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ___ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In addition to fully reserving its other rights, Nevada reserves its right to exercise its option at any time in the future to adopt on a date specified by Nevada 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. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, including without limitation, in the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338, FCC 01-361 (rel. Dec. 20, 2001) ("Triennial Review UNE rulemaking"), finds, rules and/or otherwise orders that any of

the UNEs and/or UNE combinations provided for under this Agreement and this Amendment 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 any, to effectuate any such order. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of such 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 the Agreement.

9. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to any issue or subject addressed or implicated in this Amendment, or from raising and pursuing its rights and abilities with respect to the same, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing. This Paragraph is not intended and shall not be interpreted so as to permit any Party to challenge, directly or indirectly, the Amendment, including without limitation its validity, effectiveness, or application.

10. This Amendment shall be filed with the Public Utilities Commission of Nevada (“PUCN”) for approval.

11. This Amendment shall be effective the first (1st) business day after its filing with the Nevada Public Utilities Commission (“Amendment Effective Date”) unless objected to by or otherwise contrary to the orders or rules of the PUCN. In the event that after the Amendment Effective Date all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the PUCN, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the PUCN; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such rejection and/or modification shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other. In the event of such a termination, the Parties shall work cooperatively to establish an orderly transition of existing use of the IntraLATA Transmission Capabilities to other serving arrangements within a reasonable period of time, not to exceed thirty (30) days in any event.

12. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather will be coterminous with the Agreement.

13. The Parties acknowledge and agree that the provisions for the IntraLATA Transmission Capabilities set forth in Paragraphs 1-12 of this Amendment are each legitimately related to, conditioned on and consideration for, every other term and condition in Paragraphs 1-12 of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

PACIFIC CENTREX SERVICES, INC.

**NEVADA BELL TELEPHONE COMPANY
d/b/a SBC NEVADA BELL TELEPHONE
COMPANY**

**By SBC Telecommunications, Inc.,
its authorized agent**

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* President-Industry Markets

Date Signed: _____

Date Signed: _____

AECN/OCN #: _____

AMENDMENT NO. 4
TO THE AGREEMENT
RELATING TO LOCAL INTERCONNECTION
BETWEEN
NEVADA BELL TELEPHONE COMPANY D/B/A SBC NEVADA BELL
TELEPHONE COMPANY
AND
PACIFIC CENTREX SERVICES, INC.

WHEREAS, NEVADA BELL TELEPHONE COMPANY D/B/A SBC NEVADA BELL TELEPHONE COMPANY (“Nevada”), and NEVADA TELEPHONE, INC. (“CLEC’S NAME”) entered into an agreement relating to local interconnection which was jointly filed with the Nevada Public Utilities Commission (the “Commission”) on February 24, 2000 which became approved on April 27, 2000 (“the Agreement”) which permits the parties to mutually amend the Agreement in writing; and

WHEREAS, the Parties amended the Agreement to add Appendix UNE Combining/Schedule – UNE Combinations as of September 23, 2002;

WHEREAS, the Parties wish to further amend the Agreement to include modifications to the provisions of Appendix UNE Combining/Schedule – UNE Combinations.

NOW THEREFORE the Parties agree as follows:

1. In entering into this Amendment No. 4, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court’s opinion in *Verizon v. FCC*, 535 U.S. ___ (2002); the D.C. Circuit’s decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC’s Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the “ISP Inter-carrier Compensation Order”) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment No.

4, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment No. 4 must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Nevada reserves its right to exercise its option at any time in the future to adopt on a date specified by Nevada 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. 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 that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment No. 4 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. 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.

2. This Amendment No. 4 to the Agreement will be effective, absent rejection by the Commission.
3. The Agreement is hereby amended to modify Appendix UNE Combining/Schedule – UNE Combinations, as follows (deletions are shown as strikethroughs and additions are shown via underlining):

TITLE PAGE -- Amended to read “APPENDIX UNE COMBINING – NEVADA”

1.1 This Appendix, UNE Combining -- Nevada, sets forth the terms and conditions which govern the combining activities involving unbundled network elements (UNEs) to be performed by Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company (referred to herein as “SBC Nevada” or “ILEC”). CLEC shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC Nevada’s network.

1.5 As used herein, SBC Nevada means Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company.

THROUGHOUT APPENDIX – Everywhere the term “SBC-13STATE” appears, it shall be modified to read “SBC-Nevada”.

3.3.2.2 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 Nevada 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 3.3.2.2 shall apply in accordance with its terms, regardless of any "change of law" or "intervening law" or similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this Section 3.3.2.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence. **SBC Nevada's** rights under this Section 3.3.2.2 are in addition to and separate from its rights under Section 3.5.5, below.

3.5.5 CLEC is

3.5.5.1 unable to make the combination itself; or

3.5.5.2 is a new entrant and is unaware that it needs to combine certain UNEs to provide a telecommunications service, but such obligation under this Section 3.5.5 ceases if SBC Nevada informs CLEC of such need to combine. SBC Nevada's right under this Section 3.5.5 is in addition to and separate from its rights under other sections of this Appendix, including Section 3.3.2.2.

3.7 Subject only to the special dispute resolution procedure set forth in Section 3.7.1, below, Section 3.5.5 shall only begin to apply thirty (30) days after notice by SBC Nevada to CLEC. Thereafter, SBC Nevada may invoke Section 3.5.5 with respect to any request for a combination involving UNEs.

3.7.1 In the event that **SBC Nevada** issues a thirty-day notice as described in Section 3.7, and CLEC wishes to dispute **SBC Nevada's** position that the standards set forth in Section 3.5.5 justify its refusal to combine and/or that the situation(s) in which **SBC Nevada** is invoking Section 3.5.5 meet(s) the standards set forth in Section 3.5.5 (as described in such notice), CLEC may institute dispute resolution under this Section 3.7.1. Notwithstanding any other dispute resolution procedures that may be set forth in this Agreement, the

following dispute resolution process (and no other) shall govern any dispute under this Section:

3.7.1.1 CLEC must notify **SBC Nevada** in writing of its intent to dispute the Section 3.7 notice within ten (10) days of the date of **SBC Nevada**'s thirty-day notice;

3.7.1.2 No later than five (5) days after CLEC sends the written notice of its intent to dispute, CLEC must institute a formal dispute resolution proceeding with the Nevada Public Utilities Commission. If CLEC fails to institute such proceeding within that period, **SBC Nevada**, at its sole option, may institute such a formal dispute resolution proceeding before the day upon which the thirty-day notice under Section 3.7 would otherwise become effective. In any formal dispute resolution proceeding under this Section 3.7.1, the filing party shall also request an expedited proceeding, if available, with the Nevada Public Utilities Commission, and either party may request expedited relief, if available. If neither CLEC nor **SBC Nevada** institutes a formal dispute resolution proceeding under this Section 3.7.1, **SBC Nevada**'s thirty-day notice shall become effective under its original terms.

3.7.1.3 If CLEC pursues such formal dispute resolution proceeding under this Section 3.7.1, **SBC Nevada**'s thirty-day notice shall be effective ten (10) days after the Nevada Public Utilities Commission issues an order resolving such dispute, unless otherwise ordered by the Nevada Public Utilities Commission or as the parties may mutually agree.

3.7.1.4 The dispute resolution procedure set out in this Section 3.7.1 shall govern without regard to any other dispute resolution procedures set forth in this Agreement, including but not limited to those set forth in Section 16 of the General Terms and Conditions and Attachment 3 of this Agreement.

3.7.1.5 Any formal dispute resolution proceeding instituted by CLEC with respect to a particular **SBC Nevada** notice shall be requested to be consolidated with all other proceeding(s) instituted before the Nevada Public Utilities Commission with respect to that same notice. CLEC hereby consents to such consolidation, shall request it with its initial filing if CLEC is the party filing for a formal dispute resolution proceeding, and shall not object to or otherwise oppose such consolidation.

3.7.1.6 If CLEC fails to institute a formal dispute resolution proceeding in accordance with this Section 3.7.1, CLEC agrees and acknowledges that it shall be barred and otherwise foreclosed from filing such a proceeding, that it shall not participate in any proceeding instituted with respect to such notice, and that it shall not otherwise dispute such SBC Nevada notice. This Section 3.7.1.6 shall not affect CLEC's ability to raise combining issues with respect to a successor interconnection agreement subsequently negotiated between CLEC and SBC Nevada.

4. Where the terms of the Agreement and the terms of Appendix UNE Combining/Schedule – UNE Combinations, as amended, conflict, the Appendix UNE Combining/Schedule – UNE Combinations, as amended, shall govern.
5. All other terms of the Agreement, including Appendix UNE Combining/Schedule – UNE Combinations, will remain the same.
6. This Amendment No. 4 is effective only for the term of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be executed on the date shown below by their respective duly authorized representatives.

PACIFIC CENTREX SERVICES, INC.

NEVADA BELL TELEPHONE
COMPANY D/B/A SBC NEVADA BELL
TELEPHONE COMPANY

AECN/OCN#

By: SBC Telecommunications, Inc.,
its authorized agent

By: _____

By: _____

Print Name: _____

Print Name: _____

Title:

Title: President – Industry Markets

Date Signed: _____

Date Signed: _____

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

BETWEEN
NEVADA BELL TELEPHONE COMPANY D/B/A SBC NEVADA
BELL TELEPHONE COMPANY,

AND

PACIFIC CENTREX SERVICES, INC.

The Interconnection Agreement by and between Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone (“NEVADA”) and Nevada Telephone, Inc. (“CLEC”) (“Agreement”) is hereby amended as follows:

- I. Section 2.1 of the General Terms and Conditions of the Agreement is amended to reflect an extension of the term of the Agreement and now reads as follows:

The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on January 8, 2004 (the “**Term**”).

- II. Section 8.3 of the General Terms and Conditions of the Agreement is replaced with the following provision:

8.3 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, NEVADA 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 NEVADA's right to exercise its option at any time in the future to adopt on a date specified by NEVADA 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.

- III. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- IV. The Parties acknowledge and agree that neither NEVADA's execution of this Amendment nor this Amendment itself shall constitute a waiver by NEVADA of any positions it may have taken or will take in any pending regulatory or judicial proceedings or any interconnection agreement/amendment negotiations. This Amendment also shall not constitute a concession or admission by NEVADA and shall not foreclose NEVADA from taking any position in the future in any forum addressing any of the matters set forth in the Agreement, including this Amendment and any other amendments to such Agreement.

- V. Notwithstanding any other change in law provision in the Agreement, the Parties acknowledge and agree that in entering into this Amendment, neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, NEVADA reserves its right to exercise its option at any time in the future to adopt on a date specified by NEVADA 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. 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 that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment 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.
- VI. This Amendment shall be filed with and is subject to approval by The Public Utilities Commission of Nevada (NV-PUC) and shall become effective upon approval by the NV-PUC.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2003, by NEVADA, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Pacific Centrex Services, Inc.

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

By: _____

By: _____

Title: _____

Title: President – Industry Markets

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Date: _____

Date: _____

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
NEVADA BELL TELEPHONE COMPANY d/b/a SBC NEVADA
AND
PACIFIC CENTREX SERVICES, INC.**

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Nevada Bell Telephone Company d/b/a SBC Nevada (“SBC”) and Pacific Centrex Services, Inc. (“CLEC”). SBC and CLEC are hereinafter referred to collectively as the “Parties” and individually as a “Party”. This Amendment applies in SBC’s service territory in the State of Nevada.

WITNESSETH:

WHEREAS, SBC and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the “Act”], (the “Agreement”) (see Attachment A for the respective effective date of each CLEC’s Agreement); and

WHEREAS, the Federal Communications Commission (the “FCC”) released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the “Triennial Review Order” or “TRO”), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, “TRO Reconsideration Orders” which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the “Triennial Review Remand Order” or “TRO Remand”), which became effective as of March 11, 2005;

WHEREAS, SBC filed a Complaint with the Public Utilities Commission of Nevada (“Commission”), designated Docket No. 04-9019, seeking to amend interconnection agreements as between SBC and identified CLECs in Nevada;

WHEREAS, the Commission issued an decision in Docket No. 04-9019 on November 16, 2005, requiring all active parties to enter into conforming amendment agreements by December 22, 2005,

WHEREAS, SBC filed a motion for default judgment against the CLECs named in the complaint who do not file answers in the proceeding, the Commission granted the motion for default judgment at its agenda meeting held on December 12, 2005, and, in doing so, the Commission directed in paragraphs 2, 3 and 4 of said order that:

2. Acertion Connection, Inc., BAK Communications, LLC, Budget Phone, Inc., Cat Communications International, Inc., dPi Teleconnect, LLC, Global NAPs, Inc., Granite Telecommunications, LLC, ICG Telecom Group, Inc., InterComm, Inc., Nevada Telephone, Inc., New Access Communications, LLC, New Edge Network, Inc., Pacific Centrex Services, Inc., Preferred Carrier Services, Inc., WPTI Telecom, LLC, and 1-800-RECONEX, Inc. will revise their Interconnection Agreements to incorporate the Commission’s findings in the November 16, 2005, Final Order.

3. The revised Interconnection Agreements will be filed with the Commission by December 22, 2005.
4. In the event that one or more of the aforementioned companies do not file its revised Interconnection Agreements by December 22, 2005, the TRO/TRRO Amendment shall become effective by operation of law and become part of the interconnection agreement between Nevada Bell Telephone Company, d/b/a SBC Nevada, and that Competitive Local Exchange Company.

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Order, and TRO Remand as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto as “Attachment B”.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the “Amended Agreement.” Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement’s “change of law,” “intervening law,” “successor rates” and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the “Amendment Effective Date”).
8. The Parties agree that this Amendment may be signed in one or more counterparts, and may be executed by signatures provided by electronic facsimile transmission (i.e., “fax copies”), which facsimile signatures shall be as binding and effective as original signatures.
9. Reservation of Rights. Nothing contained in this Amendment shall limit either Party’s right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party’s obligations under the Agreement, this Amendment, any SBC tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment were imposed on the parties by the Commission in the referenced contested complaint proceeding, a party’s act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 22nd day of December, 2005, by Nevada Bell Telephone Company d/b/a SBC Nevada, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Pacific Centrex Services, Inc.

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

By: "Effective by Operation of Law
(see 12/12/05 Order, PUCN Docket No. 04-9019)"

By: _____

Name: _____
(Print or Type)

Name: Daniel Foley

Title: _____

Title: General Attorney

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

ATTACHMENT A
List of Competitive Local Exchange Carriers
that are Parties to the Amendment

The following Competitive Local Exchange Carriers (“CLECs”) are parties to the Amendment with SBC Nevada attached hereto. The date following the each CLEC’s name is the effective date of the CLEC’s Interconnection Agreement (“ICA”) with SBC Nevada, which is being amended by the attached Amendment.

	Competitive Local Exchange Carrier	Effective Date of ICA
1	Acertion Connect, Inc.	4/21/04
2	BAK Communications, LLC	5/1/04
3	Budget Phone, Inc.	11/18/02
4	CAT Communications International, Inc.	10/21/02
5	dPi Teleconnect, L.L.C.	10/19/03
6	Global NAPs, Inc.	11/20/02
7	Granite Telecommunications, LLC	2/16/04
8	ICG Telecom Group, Inc.	6/13/02
9	InterComm, Inc.	9/26/02
10	Nevada Telephone, Inc.	4/7/00
11	New Access Communications, LLC	9/22/02
12	New Edge Network, Inc.	6/19/00
13	Pacific Centrex Services, Inc.	7/15/03
14	Preferred Carrier Services, Inc.	1/27/02
15	WPTI Telecom, LLC.	8/23/03
16	1-800-RECONEX, Inc.	6/10/01

ATTACHMENT B NEVADA TRO/TRRO AMENDMENT

- 0.1 Definitions.** The following definitions are applicable to this Attachment.
- 0.1.1 **Building.** For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in the TRRO Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a “building” or a “single building” is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area, unless such structures share the same street address (e.g., two department stores connected by a covered walkway to protect shoppers from weather would be considered two separate buildings). An educational, industrial, governmental or medical premises or campus shall constitute a single building for purposes of the DS1 and DS3 loop caps provided that all of the structures are located on the same continuous property and the DS1 and/or DS3 loops are terminated at a single structure and are subsequently routed throughout the premises or campus, and the property, which is owned and/or leased by the same end-user customer, is not separated by a public roadway.
- 0.1.2 **Fiber-to-the-Curb (FTTC) Loop.** A Fiber-to-the-Curb Loop is defined as a (1) local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer’s premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU’s MPOE. Examples of a “Predominantly Residential” MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer’s premises.
- 0.1.3 [Intentionally left blank]
- 0.1.4 **Fiber-to-the-Home Loop.** A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises’ minimum point of entry (MPOE).
- 0.1.5 **Hybrid Loop** is a local Loop and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an SBC wire center and the demarcation point at the customer premises.
- 0.1.6 **Mass Market Customer** is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises with a transmission capacity of 23 or fewer DS-0s.
- 0.1.7 **Declassified Unbundled Local Circuit Switching/UNE-P (ULS/UNE-P).** To avoid any doubt, pursuant to this Attachment, SBC is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.
- 0.1.8 **Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops.** Pursuant to Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. Pursuant to Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.

- 0.1.9 Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 1 non-impaired wire centers are defined pursuant to Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.
- 0.1.10 Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 2 non-impaired wire centers are defined Pursuant to Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.
- 0.1.11 Tier 3 Wire Centers. Pursuant to Rule 51.319(e)(3)(iii), Tier 3 wire centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.
- 0.1.12 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, business line tallies shall be calculated pursuant to the FCC's TRRO, including 47 CFR 51.5 as follows: A business line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."
- 0.1.13 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.14 A "DS1 Loop", pursuant to Rule 51.319(a)(4) is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.15 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator.
- 0.1.16 [Intentionally left blank]
- 0.1.17 DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels) provided on an unbundled basis pursuant to 47

U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path.

- 0.1.18 Dedicated Transport is defined as set forth in 47 CFR 51.319(e)(1).
- 0.1.19 [Intentionally left blank]
- 0.1.20 “Commingling” means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from SBC, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, with one or more such wholesale facilities or services. “Commingling” means the act of commingling.
- 0.1.21 “Commingled Arrangement” means the arrangement created by Commingling.
- 0.1.22 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).

1.0 TRO Affected Elements

- 1.1 TRO-Affected Elements. SBC shall not be required to provide the following to CLEC as unbundled network elements under Section 251 pursuant to the FCC’s Triennial Review Order, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), in CC Docket Nos. 01-338, 96-98 and 98-147 (TRO Affected Elements) as follows:
- (i) Entrance facilities; (Dedicated transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC’s networks with SBC’s networks.) In accordance with Paragraph 140 of the TRRO, nothing in this Section 1.1 nor the FCC’s finding of non-impairment with respect to entrance facilities alters CLEC’s right to interconnect with SBC’s network pursuant to Section 251(c)(2) of the Act, for the exchange of traffic;
 - (ii) OCn level dedicated transport¹;
 - (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops);
 - (iv) OCn loops;
 - (v) the feeder portion of the loop as a stand alone UNE under Section 251;
 - (vi) packet switching, including routers and DSLAMs;
 - (vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line cards installed in digital loop carrier (“DLC”) systems or equipment used to provide passive optical networking (“PON”) capabilities; and
 - (viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except to the extent that SBC has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case SBC will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an

¹ Nothing herein is meant to indicate any agreement as to whether SBC is required to provide DS-0-level dedicated transport to CLECs as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

- unbundled basis pursuant to Section 11.1.2 of this Attachment;
- (ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
 - (x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and
 - (xi) line sharing, except as grandfathered as provided in the TRO.
- 1.2 Cessation of TRO Affected Elements - New Orders. SBC is not required to provide the TRO Affected Element(s) on an unbundled basis for new orders, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).
- 1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, SBC and CLEC will abide by the following transitional procedures with respect to the TRO Effected Elements:
- 1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, SBC will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein (“Identified Facility”). For purposes of the Agreement and this Attachment, such Identified Facilities shall be considered TRO Affected Elements.
 - 1.3.2 For any Element that has become a TRO Affected Element pursuant to 1.3.1, SBC shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from SBC pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.
 - 1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (does not include the re-use of facilities in the same configuration) and involve other than a “record order” transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and a record order is generated, the record order service charge will be the only applicable charge. SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user’s service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.
- 1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 1.1.3.2(i), above, and if CLEC and SBC have failed to reach agreement, under subparagraph 1.1.3.2(ii), above, as to a substitute service arrangement or element, then SBC will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements

2.1 SBC shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) pursuant to Rule 51.319(d)(2) of the FCC's TRO Remand (TRRO) Order Element(s) as follows where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops:

2.1.1 The Parties acknowledge that if CLEC does not have an Embedded Base ULS/UNE customers served through the Agreement then the terms and conditions of this Section 2.0 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and CLEC reserves its rights as to whether the requirements of this Section 2.0 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law. Effective March 11, 2005, whether or not CLEC has an Embedded Base of either ULS or UNE-P customers, SBC is not required to provide new ULS, either alone or in combination (as in with "UNE-P") as an unbundled network element under Section 251 of the Act. SBC shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) as may be modified by effective orders issued by the Public Utilities Commission of Nevada. The price for such ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such ULS and UNE-P, plus one dollar. If the state commission established a rate for ULS or UNE-P between June 16, 2004 and March 11, 2005 that increased some rate elements and decreased other rate elements, SBC must either accept or reject all of the recently established rates of the elements that comprise a combination when establishing the transitional rate for ULS or UNE-P. CLEC shall be fully liable to SBC to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment.

2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders , record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user.

2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that SBC has available and activated in the Local Circuit Switch.

2.1.1.3 Pursuant to Rule 51.319(d)(4)(i), SBC shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.

2.1.2 SBC shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending upon the earlier of:

(a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or

more of the ULS or UNE-P;

(b) CLEC's transition of a ULS Element(s) or UNE-P to an alternative arrangement; or

(c) March 11, 2006.

2.1.3 Pursuant to Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the unbundled local circuit switching element to an alternative arrangement within 12 months of the effective date of the TRRO, i.e., March 11, 2006. CLEC and SBC agree to utilize the twelve-month transition period as set forth by the FCC in Paragraph 227 to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.

2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.

2.1.3.2 SBC will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize an disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.

2.1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and a record order is generated, the record order service charge will be the only applicable charge.

2.1.3.4 To the extent there are CLEC Embedded Base ULS/UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, SBC, without further notice or liability, will re-price such arrangements to market-based rates. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and SBC does not make the hot cuts per the schedule established either by the Public Utilities Commission of Nevada or as agreed to by the Parties and as a consequence ULS or UNE-P remains in place, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus \$1.00.

2.1.4 [intentionally left blank]

2.2 The provisions of this Section 2.0, apply and are operative with respect to SBC's unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/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.

3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport

3.1 Pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new high-capacity loops and dedicated transport as unbundled elements under Section 251, either alone or in a Section 251:

3.1.1 Dark Fiber Unbundled Loops. Pursuant to Rule 51.319(a)(6)(i), SBC is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis.

3.1.2 DS1 Loops. Pursuant to Rule 51.319(a)(4)(i), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required of SBC in that Wire Center, except as otherwise set forth in this Attachment.

3.1.2.1 Pursuant to Rule 51.319(a)(4)(ii), CLEC may obtain a maximum of ten unbundled DS1 Loops to any single building in which DS1 Loops are available as unbundled Loops.

3.1.3 DS3 Loops. Pursuant to Rule 51.319(a)(5)(i), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of SBC in that Wire Center, except as otherwise set forth in this Attachment.

3.1.3.1 Pursuant to Rule 51.319(a)(5)(ii), CLEC may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled Loops.

3.1.4 DS1 Unbundled Dedicated Transport. Pursuant to Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Section 0.1.9 of this Attachment, no future DS1 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.4.1 Pursuant to Rule 51.319(e)(2)(B), a requesting CLEC may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

3.1.5 DS3 Unbundled Dedicated Transport. Pursuant to 51.319(e)(2), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future DS3 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 Pursuant to Rule 51.319(e)(2), a requesting CLEC may obtain a maximum of twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

- 3.1.6 Dark Fiber Unbundled Dedicated Transport. Pursuant to Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Dark Fiber Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.
- 3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. Pursuant to Rules 51.319(a)(4)(iii) for DS1 Loops, Rule 51.319(a)(5)(iii) for DS3 Loops, Rule 51.319(e)(2)(C) for DS1 dedicated transport and 51.319(e)(iii)(C) for DS3 dedicated transport, for a 12-month period beginning on the effective date of the TRRO any such unbundled network elements that are no longer required to be provided pursuant to Section 251 as outlined in Section 1.3.1 above, SBC shall continue to provide CLEC's Embedded Base of such elements ordered by CLEC before March 11, 2005 for a 12-month period beginning on the effective date of the TRRO, i.e., March 11, 2005 with such transition period ending on March 11, 2006. Dark Fiber Loops, pursuant to Rule 51.319(a)(6), and Dark Fiber Dedicated Transport between a pair of SBC wire centers which are both either Tier 1 or Tier 2 wire centers, pursuant to Rule 51.319(e)(2)(iv), are no longer required to be provided pursuant to Section 251. SBC shall continue to provide CLEC's Embedded Base of the Dark Fiber Loops and Dark Fiber Transport elements between a pair of SBC wire centers which are both either Tier 1 or Tier 2 wire centers for an 18-month period beginning on the effective date of the TRRO, i.e., March 11, 2005 with such transition period ending on September 11, 2006.
- 3.2.1 During the transition periods defined in Section 3.2 the rates for the High-Capacity Loop and Transport Embedded Base elements, pursuant to Rule 51.319(a), 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%* effective as of March 11, 2005. 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.
- 3.2.2 Where SBC is no longer required to provide the Unbundled Loops and Transport as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport elements to analogous services where available in accordance with the Unbundled Loop and Transport Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties. With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to SBC by the end of the transition period, unless an agreement regarding an alternative arrangement is reached between CLEC and SBC.
- 3.2.2.1 SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport element be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.

- 3.2.2.2 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work and involve other than a “record order” transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and a record order is generated, the record order service charge will be the only applicable charge.
- 3.2.2.3 [Intentionally left blank]
- 3.2.2.4 If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, SBC, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting that the Affected Dark Fiber Loop and Transport elements be disconnected and returned to SBC, SBC shall disconnect such arrangements unless an agreement regarding an alternative arrangement is reached between CLEC and SBC.

4.0 Non-Impaired Wire Center Criteria and Related Processes

- 4.1 SBC has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1.8 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.1.9 and 0.1.10 have been met. SBC’s designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. SBC will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the Nevada Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC’s knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.8, 0.1.9 or 0.1.10 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the SBC wire center non-impairment designation, the CLEC will provide a self-certification to SBC identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by SBC as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to SBC claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to SBC. In the event that the CLEC issues a self-certification to SBC where SBC has deemed that the non-impairment threshold has been met in a specific

wire center for High-Capacity Loops and/or Transport, CLEC can continue to submit and SBC must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided the CLEC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 4.1.3. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, SBC shall provision the requested facilities in accordance with CLEC's order and within SBC's standard ordering interval applicable to such facilities. If SBC in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, SBC will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager.

- 4.1.1 The parties recognize that wire centers that are not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that was not designated by SBC as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005, meets one or more of these thresholds at a later date, SBC may add the wire center to its list of designated wire centers and the Parties will use the following process:
 - 4.1.1.1 SBC may update the wire center list as changes occur. SBC will provide thirty-days advance notice to CLEC prior to posting updates to its non-impaired wire center listing.
 - 4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, SBC will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
 - 4.1.1.3 SBC will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
 - 4.1.1.4 In the event the CLEC disagrees with SBC's determination and desires not to have the applicable established DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport transitioned or disconnected as set forth in Section 4.1.1.5 below, CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to SBC.
 - 4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against SBC's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition of all circuits that have been declassified by the wire center designation(s) must occur within 90 days after the issuance of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required.
 - 4.1.1.6 If the CLEC does provide self-certification to dispute SBC's designation determination, SBC may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4 and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
 - 4.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

- 4.1.2 If the Nevada Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.
- 4.1.3 In the state of Nevada, if it desires to do so, SBC can dispute the self-certification and associated CLEC orders for facilities pursuant to Nevada Commission-established procedures set forth by the Commission in its carrier complaint process (NAC 704.68035 et seq.). In accordance with the Commission's carrier complaint process, the parties will meet and confer prior the filing of a complaint in an attempt to settle the dispute. If the parties are unable to settle the matter, SBC shall file a complaint with the Commission and serve a copy of the complaint on the CLEC. SBC shall also serve CLEC with a copy of any SBC complaint filing contesting any Self Certification of any carrier so CLEC is fully apprised of any potential Commission determination regarding non-impairment of wire centers. The Parties will not oppose a request for intervention by another CLEC if such request is related to the disputed wire center designation. During the pendency of any dispute resolution proceeding, SBC shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If CLEC's Self Certification is ultimately found to be in error by the Commission, CLEC may convert the affected facilities ordered in the wire center to an alternative service arrangement and shall be required to provide SBC with any true up of the rates charged to the rate of the analogous service converted to back to the date that is ten days after SBC notifies its challenge to the CLEC.
- 4.1.4 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, SBC will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which SBC intends to rely, which will include the detailed business line information for the SBC wire center or centers that are the subject of the dispute. Any requests for additional information shall be resolved through the discovery process as described in the Commission's carrier complaint process. CLEC shall also be subject to the discovery process described in the Commission's carrier complaint process.
- 4.2 [Intentionally left blank.]
- 4.3 The provisions of Section 3.2.2 shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 3.2.2, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by SBC in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 4.4 SBC will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. SBC will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

- 4.5 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area of the impaired wire center will continue to have Affected Elements available from the non-impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 4.6 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and SBC Nevada have failed to reach agreement under Section 3.2.2.4 above as to a substitute service arrangement or element, then SBC may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.
- 4.7 [Intentionally left blank.]
- 4.8 [Intentionally left blank.]
- 4.9 [Intentionally left blank.]
- 4.10 When more than 60 days from the issuance of an SBC designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify. SBC may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4.1 and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

5.0 Commingling and Commingled Arrangements

- 5.1 SBC shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC. For the Commingling Arrangements available as included in this Section 5.1, SBC will make such available across its 13-State footprint. The types of Commingled Arrangements which SBC is required to provide as of the date on which this Agreement is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. SBC's Commingled Arrangements posted to CLEC-Online as of May 1, 2005 as available and fully tested on an end-to-end basis from ordering through provisioning and billing, include the following:
- i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux;
 - ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#;
 - iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#;
 - iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop# ;
 - v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#;
 - vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux;
 - vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#;
 - viii. UNE loop to special access multiplexer;
 - ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1

- x. Interoffice Transport connected to a Special Access DS1 Loop#;
UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#;
- xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#;
- xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#; and,
- xiii. While not a commingling arrangement, SBC will support the connection of high-capacity loops to a special access multiplexer.

Indicates that FCC's mandatory eligibility criteria of 47 C.F.R. § 51.318(b) applies, including the collocation requirement.

- 5.1.1 To the extent that SBC requires the CLEC to submit orders for the commingling arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.
 - 5.1.2 For any commingling arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by SBC, CLEC shall request any such desired commingling arrangement and SBC shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new commingling arrangement available, SBC will work with the CLEC to process orders for new commingling arrangements on a manual basis pending the completion of systems development.
- 5.2 Upon request and to the extent provided by applicable law and the provisions of the Amended Agreement, SBC shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from SBC (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Combinations consistent with Section 5.0 of this Attachment.
- 5.3 [Intentionally left blank]
- 5.4 For example, without limitation of this provision, SBC will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, ILEC will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, ILEC will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.
- 5.5 Upon request, and to the extent required by applicable law and the applicable provisions of this Attachment, SBC shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC (as well as requests where CLEC also wants SBC to complete the actual Commingling), except that SBC shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible; or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC's network. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from SBC, and SBC shall not deny access to Section 251 UNEs

and combinations of Section 251 UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from SBC.

- 5.6 SBC shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from SBC. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any SBC tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 5.7 When CLEC purchases Commingled Arrangements from SBC, SBC shall charge CLEC element-by-element and service-by-service rates. SBC shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC’s Triennial Review Order. As a general matter, “Ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 5.8 [Intentionally left blank.]
- 5.9 SBC agrees that CLEC may request to Comingle the following elements to the extent that SBC is required to provide them pursuant to Section 271 of the Act (“271 Elements”) or Applicable Law: (i) Local Loop transmission from the central office to the End Users’ premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). If CLEC makes a request to commingle the items identified in Section 5.9, SBC and CLEC shall attempt to negotiate mutually agreeable terms and conditions, not in the context of this Attachment or the Agreement, but in a separate commercial agreement.
- 5.10 Unless expressly prohibited by the terms of this Attachment, SBC shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from SBC, (ii) services obtained from third parties or (ii) facilities provided by CLEC. For purposes of example only, CLEC may Comingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with SBC.
- 6.0 EELs**
- 6.1 SBC agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. SBC shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in this Agreement. Except as provided below in this Section 6.0 and subject to this Section 6.1, SBC shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC’s underlying Agreement.
- 6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a “Low-Capacity EEL”) shall not be required to satisfy the Eligibility Requirements set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the “High-Cap EELs”), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4

below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:

- (A) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or
- (B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service.

6.3 SBC shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. SBC shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service eligibility criteria:

6.3.1 CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that such it will meet the EELs Mandatory Eligibility Criteria for each such order it submits. SBC hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria.

6.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to SBC. Provided that SBC has received such self certification from CLEC, SBC shall not deny CLEC access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled Network Elements.

6.3.1.1.1 This alternative method of certification-by-order applies only to certifications of eligibility criteria set forth in this Section 6, and not to self-certifications relative to routes, buildings and wire centers.

6.3.2 The following criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL pursuant to TRO Rule 51.318(b)(2):

- (i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).
- (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it.
- (iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.
- (iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4, of this Attachment.
- (v) Each DS1 circuit to be provided to each end user customer will be served by an

interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment.

- (vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
- (vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

6.3.3 The criteria set forth in this Section 6.0 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.

6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of Section 6.0 of this Attachment if it is:

- (A) Established pursuant to Section 251(c)(6) of the Act and located at SBC's premises within the same LATA as the customer's premises, when SBC is not the collocator; or
- (B) Established pursuant to any collocation type defined in any SBC Tariff to the extent applicable, or any applicable CLEC interconnection agreement; or
- (C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.

6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and 6.3.2(vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.

6.3.6 [Intentionally left blank]

6.3.7 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of commingled wholesale services and UNEs, CLEC must certify to all of the requirements set out in Section 6.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, CLEC shall be permitted to self-certify its compliance with the eligibility criteria by providing SBC written notification. Upon CLEC's self-certification of compliance, in accordance with this Attachment, SBC shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL.

6.3.8 SBC may audit CLEC's compliance with service eligibility criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Nevada with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the service eligibility criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon SBC's written notice that an audit will be performed for Nevada, subject to Section 6.3.8.4 of this Section.

6.3.8.1 To invoke its limited right to audit, SBC will send a Notice of Audit to CLEC and copy to

the Nevada Commission, identifying examples of particular circuits for which SBC alleges non-compliance and the cause upon which SBC rests its audit. The Notice of Audit shall also include all supporting documentation upon which SBC establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which SBC seek to commence an audit.

- 6.3.8.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an “examination engagement” and issue an opinion that includes the auditor’s determination regarding CLEC’s compliance with the qualifying service eligibility criteria. The independent auditor’s report will conclude whether CLEC complied in all material respects with this Section 6.
- 6.3.8.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor’s judgment.
- 6.3.8.4 SBC shall provide CLEC with a copy of the report within 2 business days from the date of receipt. If the auditor’s report concludes that CLEC failed to comply in all material respects with the eligibility criteria, CLEC must true-up any difference in payments paid to SBC and the rates and charges CLEC would have owed SBC beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Attachment is effective. CLEC shall submit orders to SBC to either convert all noncompliant circuits to the equivalent or substantially similar wholesale service or disconnect non-compliant circuits. Conversion and/or disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor’s report and CLEC shall begin paying the trued-up and correct rates and charges for each converted circuit beginning with the next billing cycle following SBC’ acceptance of such order, unless CLEC disputes the auditor’s finding and initiates a proceeding at the Nevada Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. However CLEC shall pay the disputed amount to SBC, pending resolution. With respect to any noncompliant circuit for which CLEC fails to submit a conversion or disconnect order or dispute the auditor’s finding within such 30-day time period, SBC may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to CLEC’s customer’s service or degradation in service quality in the case of conversion. Following conversion, CLEC shall make the correct payments on a going-forward basis in addition to paying trued-up and correct rates and charges, as provided by this section. In no event shall rates set under Section 252(d)(1) apply for the use of any UNE for any period in which CLEC does not meet the Service Eligibility Requirements conditions set forth in this Section 6 for that UNE, arrangement, or circuit, as the case may be. Furthermore, if CLEC disputes the auditor’s finding and initiates a proceeding at the Nevada Commission and if the Commission upholds the auditor’s finding, the CLEC disputes for paid amounts will be cancelled.
- 6.3.8.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to

be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse SBC for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse SBC in an amount that is in direct proportion to the number of circuits found to be non-compliant. CLEC will maintain the appropriate documentation to support its self-certifications. The CLEC reimbursement in this Section 6.3.8.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.

6.3.8.6 To the extent the auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements, SBC must reimburse CLEC for all of its reasonable costs associated with the audit.

6.3.8.7 CLEC will maintain the appropriate documentation to support its eligibility certifications pursuant to the document retention terms and conditions of the underlying agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its eligibility certifications for as long as the Amended Agreement is operative, plus a period of two years.

6.3.8.8 Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

6.3.8.9 [Intentionally left blank.]

6.4 Provisioning for EELs

6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to SBC from CLEC's collocation arrangement.

6.4.2 SBC will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.

6.4.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1_unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by CLEC if available and if CLEC meets all services eligibility requirements set forth in this Section 6.0.

6.5 [Intentionally left blank]

6.6 Other than the service eligibility criteria set forth in this Section, SBC shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service a telecommunications carrier seeks to offer.

7.0 Availability of HFPL for Purposes of Line Sharing

- 7.1 SBC shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the HFPL in accordance with the FCC's Triennial Review Order and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1).
- 7.2 Grandfathered and New End-Users: SBC will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that SBC charged prior to October 2, 2003 as set forth in Appendix Pricing of this Agreement, and shall continue for Grandfathered End-Users until CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason, and as to New End-Users the earlier of: (1) CLEC's xDSL-base of service to the customer is disconnected for whatever reason; or (2) October 2, 2006. Beginning October 2, 2006, SBC shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from SBC, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement.

8.0 Routine Network Modifications

8.1 Routine Network Modifications – UNE Local Loops

- 8.1.1 SBC shall make all routine network modifications to UNE Local Loop facilities used by requesting telecommunications carriers where the requested UNE Local Loop facility has already been constructed. SBC shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 8.1.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.
- 8.1.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes, or conduits or installing new terminals; or removing or reconfiguring packetized transmission facility. SBC is not obligated to perform the above stated those activities for a requesting telecommunications carrier.
- 8.1.4 [Intentionally left blank.]

- 8.1.5 [Intentionally left blank.]
- 8.1.6 SBC Nevada will impose only non-recurring charges for Routine Network Modifications and only in instances where costs relating to such Routine Network Modifications are not already recovered through existing, applicable recurring and non-recurring rates or charges. Charges for Routine Network Modifications shall include non-recurring direct time and material costs of each modification, plus overhead allocation consistent with that applicable to UNEs. Prior to beginning work on any Routine Network Modification, SBC Nevada shall notify CLEC, in writing, of the need for such a modification. If a Routine Network Modification is subject to additional charges, CLEC will be given the option of either canceling the order or requesting a price quote for the required Routine Network Modification. If CLEC requests a price quote, SBC Nevada will not proceed with the Routine Network Modification before receiving an affirmative written response from CLEC. Upon accepting the price quote, CLEC shall be required to pay for the Routine Network Modification, if the order is subsequently cancelled; provided, however, that no charges shall apply if CLEC cancels its order prior to SBC Nevada beginning such modification. ICB rates shall apply to Routine Network Modifications or until such specific rates are otherwise established for such Routine Network Modifications through applicable state commission proceedings.
- 8.2 Routine Network Modifications – UNE Dedicated Transport and Dark Fiber
- 8.2.1 SBC shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by requesting telecommunications carriers where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. SBC shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport including Dark Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 8.2.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable, adding an equipment case, adding a doubler or repeater, adding a smart jack, installing a repeater shelf, adding a line card and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier.
- 8.2.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes, or conduits or installing new terminals. SBC is not obligated to perform the above stated activities for a requesting telecommunications carrier. However, when a CLEC purchases Dark Fiber, SBC shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.
- 9.0 [Intentionally left blank.]
- 10.0 **Conversions**
- 10.1 Conversion of Wholesale Services to UNEs
- 10.1.1 Upon request, SBC shall convert a wholesale service, or group of wholesale services, to the

equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

- 10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, SBC will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. SBC agrees that CLEC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, SBC agrees to process CLEC's conversion requests on a case-by-case basis and without delay.
- 10.1.2.1 For UNE conversion orders for which SBC has either a) not developed a process or b) developed a process that falls out for manual handling, SBC will charge CLEC the Electronic Service Order (Flow Thru) Record charge for processing CLEC's orders until such process has been developed and CLEC agrees to immediately use the electronic process. Then SBC may charge service order charges and/or record change charges, as applicable.
- 10.1.2.2 Except as agreed to by the Parties or otherwise provided hereunder, SBC shall not impose any untariffed termination charges, or any disconnection fees, re-connection fees, or charges associated with converting an existing wholesale service or group of wholesale services to UNEs or combinations of UNEs. SBC may charge applicable service order charges or record change charges.
- 10.1.3 SBC will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize an disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.
- 10.1.3.1 CLEC agrees to pay all non-recurring charges applicable to the conversion provided the order activities necessary to facilitate such conversion involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the conversion and a record order is generated, the record order service charge will be the only applicable charge.
- 10.1.4 SBC shall perform any conversion from a wholesale service or group of wholesale services to a unbundled Network Element or Combination of unbundled Network Elements, in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.

- 10.1.5 Except as provided in 10.1.2, in requesting a conversion of an SBC service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular SBC service sought to be converted.

11.0 FTTH Loops, FTTC Loops, and Retirement of Copper Loops

- 11.1 The following items shall apply to FTTH and FTTC Loops.

- 11.1.1 New Builds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where SBC has deployed such a Loop to premises that previously was not served by any SBC Loop.

- 11.1.2 Overbuilds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when SBC has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

- (a) SBC shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless SBC retires the copper Loop pursuant to the terms of Section 11.1.3.
- (b) If SBC maintains the existing copper Loop pursuant to this Section 11.1.2, SBC need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by CLEC, upon receipt of a request for access pursuant to this section, SBC shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by CLEC on an unbundled basis under the provisions of this Attachment.
- (c) If SBC retires the copper Loop pursuant to Section 11.1.3, it shall provide nondiscriminatory access to 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop available.

- 11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC loop, SBC must comply with the network disclosure requirements set forth in Section 251 (c) (5) of the Act and in 47 C.F.R. 51.325 through 51.335 and any applicable state requirements. If a CLEC is leasing a Copper Loop when SBC submits its notice pursuant to the foregoing sentence, SBC shall also (i) provide CLEC with a copy of such Short Term notice via an accessible letter and (ii) perform, upon CLEC request, a line station transfer (“LST”) where an alternative copper or non-packetized hybrid (TDM) loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the pricing Appendix. If no such rates, terms and conditions exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in SBC’s Generic Interconnection Agreement.

- 11.1.4 SBC shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC’s access to, or ability to tap the full capabilities of, a local loop or subloop. As such, SBC’s modification of loop plant (e.g., removing copper feeder facilities and stranding CLEC’s access to distribution subloop) shall not limit or restrict CLEC’s ability to access all of the loop features, functions and capabilities, including DSL

capabilities, nor increase the price of any loop used by, or to be used by, CLEC. Furthermore, SBC will comply with 47 CFR 51.325 through 51.335, and any applicable state requirements.

11.2 Hybrid Loops Generally

11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services SBC shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the SBC central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, SBC shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Appendix.

11.2.3 Feeder. SBC shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

12.0 Use of Unbundled Network Elements

12.1 Except as provided in Section 6.0 of this Attachment, SBC shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service CLEC seeks to offer.

12.2 CLEC may not access an unbundled network element for the exclusive provision of mobile wireless services or inter-exchange services.

12.3 A CLEC that accesses and uses an unbundled network element consistent with paragraph 12.2 may provide any telecommunications services over the same unbundled network elements.

13.0 [Intentionally left blank.]