

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

between one or more of

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

and

Charter Fiberlink NV-CCVII, LLC

TABLE OF CONTENTS

1. **DEFINITIONS** 8

2. **INTERPRETATION AND CONSTRUCTION** 19

3. **SIGNALING** 25

4. **UNBUNDLED NETWORK ELEMENTS--SECTIONS 251(C)(3)** 25

5. **NOTICE OF CHANGES--SECTION 251(c)(5)** 25

6. **COLLOCATION--SECTION 251(c)(6)** 26

7. **NUMBER PORTABILITY--SECTIONS 251(b)(2)** 26

8. **DIALING PARITY--SECTION 251(b)(3)** 26

9. **ACCESS TO RIGHTS-OF-WAY--SECTION 251(b)(4)** 26

10. **DATABASE ACCESS** 27

11. **REFERRAL ANNOUNCEMENTS** 27

12. **TRANSMISSION OF TRAFFIC TO THIRD PARTIES** 28

13. **CUSTOMER INQUIRIES** 28

14. **EXPENSES** 29

15. **CONFLICT OF INTEREST** 29

16. **AMENDMENTS AND MODIFICATIONS** 29

17. **OTHER SERVICES** 29

18. **NETWORK MAINTENANCE AND MANAGEMENT** 32

19. **GENERAL RESPONSIBILITIES OF THE PARTIES** 33

20.	<u>EFFECTIVE DATE, TERM, AND TERMINATION</u>	36
21.	<u>PERFORMANCE MEASURES</u>	39
22.	<u>END USER FRAUD</u>	39
23.	<u>DISCLAIMER OF REPRESENTATIONS AND WARRANTIES</u>	40
24.	<u>CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION</u>	41
25.	<u>SEVERABILITY</u>	42
26.	<u>INTELLECTUAL PROPERTY</u>	42
27.	<u>INDEMNIFICATION</u>	43
28.	<u>LIMITATION OF LIABILITY</u>	49
29.	<u>REGULATORY APPROVAL</u>	51
30.	<u>MISCELLANEOUS</u>	51
31.	<u>ENFORCEMENT</u>	53
32.	<u>RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR</u>	53
33.	<u>FORCE MAJEURE</u>	54
34.	<u>CONFIDENTIALITY</u>	55
35.	<u>GOVERNING LAW</u>	60
36.	<u>TAXES</u>	60
37.	<u>ASSIGNMENT</u>	62
38.	<u>DELEGATION TO AFFILIATE</u>	63
39.	<u>SUBCONTRACTING</u>	64
40.	<u>HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION</u>	64

41.	<u>NON-WAIVER</u>	65
42.	<u>AUDITS - Applicable in SBC-12STATE only</u>	65
43.	<u>DEPOSITS (SBC-12STATE)</u>	68
44.	<u>BILLING AND PAYMENT OF CHARGES</u>	71
45.	<u>NONPAYMENT AND PROCEDURES FOR DISCONNECTION</u>	78
46.	<u>DISPUTE RESOLUTION</u>	83
47.	<u>NOTICES</u>	88
48.	<u>PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS</u>	90
49.	<u>INTENTIONALLY LEFT BLANK</u>	91
50.	<u>JOINT WORK PRODUCT</u>	91
51.	<u>INTERVENING LAW</u>	91
52.	<u>NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY</u>	92
53.	<u>NO LICENSE</u>	92
54.	<u>SURVIVAL</u>	92
55.	<u>SCOPE OF AGREEMENT</u>	93
56.	<u>COUNTERPARTS</u>	93
57.	<u>ENTIRE AGREEMENT</u>	93

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is by and between one or more of the AT&T Inc.-owned ILEC's, **Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company (a Texas Limited Partnership), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin**, (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and Charter Fiberlink NV-CCVII, LLC, (a Limited Liability Corporation)("CLEC"), and shall apply to the state of Nevada.

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

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

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

WHEREAS, for purposes of this Agreement, CLEC intends to operate where where one or more of **Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company (a Texas Limited Partnership), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin** is the incumbent Local Exchange Carrier(s) and CLEC, a Competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services

or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this Agreement, CLEC has adopted the MCImetro Access Transmission Services, LLC for the State of Nevada, and the Parties have agreed to other provisions in the Agreement on a "negotiated" basis;

WHEREAS, SBC 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), SBC 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).

It is SBC Nevada's position that all of the rates, terms and conditions ("Provisions") set forth in the MFN Agreement (including any and all attachments, appendices and/or schedules hereto) and every interconnection, service and network element provided hereunder, are subject to all other Provisions contained in the MFN Agreement (including all attachments thereto), and that all of such provisions are integrally related.

In entering into this MFN Agreement, SBC Nevada does not waive, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this MFN Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as

to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this MFN Agreement (including any amendments to this MFN Agreement), SBC Nevada shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in the MFN Agreement constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in this MFN Agreement and except to the extent that SBC Nevada has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Nevada in which this MFN Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this MFN Agreement, these rights also include but are not limited to SBC Nevada's right to exercise its option at any time to adopt on a date specified by SBC Nevada the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this MFN Agreement. It is SBC Nevada's position that this MFN Agreement is subject to the change of law provisions permitted under the Federal Rules except to the extent otherwise expressly provided in the MFN Agreement and also is subject to any appeals involving the MFN Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the MFN Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by the MFN Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). In such event, it is SBC Nevada's position and intent that the Parties immediately incorporate changes from the Separate Agreement, made as a result of any such action into this MFN Agreement. Where revised language is not immediately available, it is SBC 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 Separate Agreement, once such changes are filed with the appropriate state commission. With respect to any Written Notices hereunder, 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.

NOW, THEREFORE, the Parties hereby agree as follows:

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

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

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

1.1 General Definitions

- 1.1.1 "**Act**" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.1.2 "**Access Service Request**" (**ASR**) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.3 "**Affiliate**" is as defined in the Act.
- 1.1.4 "**Alternate Billing Service (ABS)**" means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 1.1.5 **AM-IL** - As used herein, **AM-IL** means the applicable **SBC**-owned ILEC doing business in Illinois.
- 1.1.6 **AM-IN** - As used herein, **AM-IN** means the applicable **SBC**-owned ILEC doing business in Indiana.
- 1.1.7 **AM-MI** - As used herein, **AM-MI** means the applicable **SBC**-owned doing business in Michigan.
- 1.1.8 **AM-OH** - As used herein, **AM-OH** means the applicable **SBC**-owned ILEC doing business in Ohio.

- 1.1.9 **AM-WI** - As used herein, **AM-WI** means the applicable **SBC**-owned ILEC doing business in Wisconsin.
- 1.1.10 **“Applicable Law”** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.1.11 **“As Defined in the Act”** means as specifically defined by the Act.
- 1.1.12 **“As Described in the Act”** means as described in or required by the Act.
- 1.1.13 **“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.
- 1.1.14 **“Automatic Number Identification”** or **“ANI”** is a Feature Group D or a CAMA signaling parameter that forwards the telephone **“CAMA”** or billing number **“FG-D”** of the calling party.
- 1.1.15 **“Business Day”** means Monday through Friday, excluding holidays on which the applicable **SBC**-owned ILEC does not provision new retail services and products.
- 1.1.16 **“Busy Line Verification 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.
- 1.1.17 **“CABS”** means the Carrier Access Billing System.
- 1.1.18 **“Calling Party Number”** or **“CPN”** is a Signaling System 7 **“SS7”** parameter whereby the ten (10) digit number of the calling party is forwarded from the End Office.
- 1.1.19 **“Central Office Switch”** means a single switching system within the public switched telecommunications network, including the following:

- (a) "End Office Switches" which are Class 5 switches where End User Exchange Services are directly connected and offered; and
- (b) "Tandem Office Switches" or "Access Tandems" which are Class 4 switches used to connect and switch calls over interoffice trunks between Central Office Switches.

Central Offices may be employed as combination End Office/Tandem Office switches.

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

1.1.21 **"CLASS Features"** mean certain CCS-based features available to End Users including, but not limited to: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.1.22 **"Collocation"** is defined in Appendix C Collocation. Generally, however, "collocation" refers to an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual." "Physical Collocation" is defined in Appendix Collocation and generally refers to the Collocating Party installing and maintaining its own equipment in the Housing Party's premises. "Virtual Collocation" is defined in Appendix NIM and generally refers to the "Housing Party" owning, installing and maintaining the collocated equipment in the Housing Party's premises.

1.1.23 **"Commission"** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term **"Commissions"** means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:

- 1.1.23.1 **the Arkansas Public Service Commission (AR-PSC);**
- 1.1.23.2 **the Public Utilities Commission of the State of California (CA-PUC);**
- 1.1.23.3 **the Connecticut Department of Public Utility Control (CT-DPUC);**
- 1.1.23.4 **the Illinois Commerce Commission (IL-CC);**
- 1.1.23.5 **the Indiana Utilities Regulatory Commission (IN-URC);**

- 1.1.23.6 **the Kansas Corporation Commission (KS-CC);**
- 1.1.23.7 **the Michigan Public Service Commission (MI-PSC);**
- 1.1.23.8 **the Missouri Public Service Commission (MO-PSC);**
- 1.1.23.9 **the Public Utilities Commission of Nevada (NV-PUC);**
- 1.1.23.10 **the Public Utilities Commission of Ohio (PUC-OH);**
- 1.1.23.11 **the Oklahoma Corporation Commission (OK-CC);**
- 1.1.23.12 **the Public Utility Commission of Texas (PUC-TX); and**
- 1.1.23.13 **the Public Service Commission of Wisconsin (PSC-WI)**

1.1.24 **"Common Channel Signaling"** or "CCS" is a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

1.1.25 **"Consequential Damages"** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

1.1.26 **"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.

1.1.27 **"Customer Usage Data"** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by **SBC-13STATE** and forwarded to CLEC.

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

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

1.1.28.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or any Force Majeure Event.

- 1.1.29 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.1.30 **"Digital Signal Level"** means one of several transmission rates in the time-division multiplex hierarchy.
- 1.1.31 **"Digital Signal Level 0"** or **"DS-0"** means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- 1.1.32 **"Digital Signal Level 1"** or **"DS-1"** means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-1 is the initial level of multiplexing.
- 1.1.33 **"Digital Signal Level 3"** or **"DS-3"** means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-3 is defined as the third level of multiplexing.
- 1.1.34 **"Electronic File Transfer"** is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.1.35 **"End User"** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.1.36 **"Exchange Access"** see Switched Access.
- 1.1.37 **"Exchange Message Record" or "EMI"** (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010 CRIS Exchange Message Record.
- 1.1.38 **"Exchange Service"** means Telephone Exchange Service, As Defined in the Act.
- 1.1.39 **"FCC"** means the Federal Communications Commission.
- 1.1.40 **"Fiber Meet"** means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed-upon location.

- 1.1.41 **“Governmental Authority”** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.1.42 **“Incumbent Local Exchange Carrier”** (ILEC) is As Defined in the Act.
- 1.1.43 **"Interconnection"** is As Defined in the Act.
- 1.1.44 **“Interconnection Activation Date”** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, and joint trunk testing is completed.
- 1.1.45 **“Intellectual Property”** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.1.46 **"Interexchange Carrier" or "IXC"** (also referred to as “Switched Access Customer”), means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services. For purposes of Section 6 of this Agreement, the term “IXC” includes any entity which purchases FGB or FGD Switched Access Service in order to originate or terminate traffic to/from CLEC’s End Users.
- 1.1.47 **"IntraLATA Toll Traffic"** means those intraLATA station calls that are not defined as Local Traffic in this Agreement.
- 1.1.48 **“Line Side”** refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber’s telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.
- 1.1.49 **“Local Exchange Carrier” (LEC)** is As Defined in the Act.
- 1.1.50 **“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.
- 1.1.51 **“Local Exchange Traffic”** is as defined in the Act.

- 1.1.52 **“Local Interconnection Trunks/Trunk Groups”** are used for the termination of Local Exchange Traffic, using Bellcore Technical Reference GR-317-CORE (“GR-317”).
- 1.1.53 **“Local Service Provider” (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User’s service.
- 1.1.54 **“Local Traffic,”** or **“Local Calling Area”** for purposes of intercompany compensation, is if:
- (a) the call originates and terminates in the same **SBC-13STATE** exchange area; or
 - (b) originates and terminates within different **SBC-13STATE** Exchanges that share a common local calling area, e.g., Extended Area Dialing (“EAD”).
- 1.1.55 **“Loss”** or **“Losses”** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 1.1.56 **“MECAB”** refers to the Multiple Exchange Carrier Access Billing (“MECAB”) document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.1.57 **“MECOD”** refers to the Multiple Exchange Carriers Ordering and Design (“MECOD”) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

- 1.1.58 **"Meet-Point Billing"** or **"MPB"** refers to a billing arrangement whereby two or more Telecommunications Carriers jointly provide for Switched Access Service to an IXC, with each LEC receiving an appropriate share of its switched access revenues as defined by its effective access tariffs.
- 1.1.59 **"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.
- 1.1.60 **"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.
- 1.1.61 **"Network Data Mover"** (NDM) is an industry standard protocol for transferring information electrically.
- 1.1.62 **"Network Element Bona Fide Request"** or **"BFR"** means the process described in Appendix UNE that is attached hereto and incorporated herein that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element.
- 1.1.63 **"Ordering and Billing Forum"** (OBF) is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunications industry guidelines and standards.
- 1.1.64 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.1.65 **"Originating Line Information ("OLI")"** is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.1.66 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.1.67 **"Party"** means either CLEC or the SBC-owned ILEC; use of the term "Party" includes each of the SBC-owned ILEC(s) that is a party to this Agreement. **"Parties"** means both CLEC and the SBC-owned ILEC; use

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

- 1.1.68 **“Person”** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable Law, an unincorporated organization or any Governmental Authority.
- 1.1.69 **“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.
- 1.1.70 **“Rating Point”** means the Vertical and Horizontal (“V&H”) coordinates associated with a particular telephone number for rating purposes.
- 1.1.71 **“Referral Announcement”** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 1.1.72 **“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.
- 1.1.73 **AT&T Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.1.74 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the **applicable SBC**-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.75 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

- 1.1.76 **SBC-8STATE** - As used herein, **SBC-8STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.1.77 **SBC-10STATE** - As used herein, **SBC-10STATE** means an the applicable SBC owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.78 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.79 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.1.80 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.81 **“Sleuth”** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.
- 1.1.82 **“State Abbreviation”** means the following:
- 1.1.82.1 “AR” means Arkansas
 - 1.1.82.2 “CA” means California
 - 1.1.82.3 “CT” means Connecticut
 - 1.1.82.4 “IL” means Illinois
 - 1.1.82.5 “IN” means Indiana
 - 1.1.82.6 “KS” means Kansas
 - 1.1.82.7 “MI” means Michigan
 - 1.1.82.8 “MO” means Missouri
 - 1.1.82.9 “NV” means Nevada
 - 1.1.82.10 “OH” means Ohio

 - 1.1.82.11 “OK” means Oklahoma
 - 1.1.82.12 “TX” means Texas
 - 1.1.82.13 “WI” means Wisconsin

- 1.1.83 **SWBT-AR** - As used herein, **SWBT-AR** means the applicable SBC owned ILEC doing business in Arkansas.
- 1.1.84 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable SBC owned ILEC doing business in Kansas.
- 1.1.85 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable SBC owned ILEC doing business in Missouri.
- 1.1.86 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable SBC owned ILEC doing business in Oklahoma.
- 1.1.87 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable SBC owned ILEC doing business in Texas.
- 1.1.88 **“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 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 the purpose of local exchange interconnection.
- 1.1.89 **“Synchronous Optical Network”** or **“SONET”** means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (“OC-1/STS-1”) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 1.1.90 **“Telecommunications”** is As Defined in the Act.
- 1.1.91 **“Telecommunications Carrier”** is As Defined in the Act.
- 1.1.92 **“Telecommunications Service”** is As Defined in the Act.
- 1.1.93 **“Telephone Exchange Service”** is As Defined in the Act.
- 1.1.94 **“Third Party”** means any Person other than a Party.
- 1.1.95 **“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.
- 1.1.96 **“Trunk-Side”** refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another

switching entity, for example, another Central Office switch. Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

1.1.97 **“Wire Center”** means an occupied structure or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for Switched Access Service.

1.2 Definitions Applicable to **SBC-8STATE** Only

1.2.1 **“Accessible Letters”** are correspondence used to communicate pertinent information regarding **SBC-8STATE** to the client/End User community.

2. **INTERPRETATION AND CONSTRUCTION**

2.1 Definitions

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

2.2 Headings Not Controlling

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

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

2.3 Referenced Documents

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

2.4 References

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

2.5 Tariff References

2.5.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff, unless otherwise expressly set forth in this Agreement.

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

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

2.6 Conflict in Provisions

2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern. The parties recognize that they sometimes disagree about the requirements of the Act and implementing rules. The parties also recognize that the interpretation and application of the Act and implementing rules by the FCC and state regulatory commissions, as well as review by the courts, at times results in a lack of agreement or uncertainty as to the specific requirements of the Act. Because of the nature of the telecommunications network and network planning, and customer requirements of the respective carriers, it is the intent of the parties to use their best efforts to ensure that these disagreements and uncertainties do not result in interference in the ongoing operations of the parties or in the delay or disruption of services to the customers of the respective parties. Accordingly, each Party will give reasonable notice of any unilateral action which may cause such delay or disruption of service to the other Party. Nothing contained in this paragraph or in the dispute resolution provisions of this Agreement shall be deemed to prevent either Party from seeking relief of any kind, including but not limited to a restraining order or injunctive relief, from any court or regulatory agency to prevent delay or disruption of services to the customers of the respective parties.

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

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

2.7 Incorporation by Reference

2.7.1 The General Terms and Conditions of this Agreement shall apply to every Interconnection, Resale Service, Network Element, function, facility, product or service and rates provided hereunder and in the Appendices to this Agreement, subject however to the provisions of Section 2.6.2.

2.8 Non-Voluntary Provisions

2.8.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by **SBC-13STATE**, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a “Non-Voluntary Arrangement”). **SBC-13STATE** has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue its rights under Section 10.

2.8.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. By way of example only, the Parties acknowledge that the PUCO’s imposition in Ohio of the Minimum Telephone Service Standards (and all terms and conditions relating thereto) shall not apply in or be “portable to” any state other than Ohio. Provided that, nothing contained herein shall be deemed to prevent either party from advocating in any state the adoption or non-adoption of the rates, terms or conditions established by such Non-Voluntary Standards in any other state.

2.9 State-Specific Rates, Terms and Conditions

2.9.1 For ease of administration, this multistate Agreement contains certain specified rates, terms and conditions which apply only in a designated state (“**state-specific terms**”) as designated herein. To the extent that this Agreement contains specified rates, terms and conditions which apply

only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.

2.9.2 State-specific terms, as the phrase is described in Section 2.9.1 above, have been negotiated (or in the case of 2.8.2 above included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.

2.9.3 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act, unless otherwise expressly set forth herein. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 10.

2.10 Scope of Obligations

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

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

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

2.11 Affiliates

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

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

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

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

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

3. **SIGNALING**

3.1 The Parties will interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. 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 **SBC-7STATE** TP76638, **SBC-AMERITECH** AM-TR-OAT-000069 and GR-905-CORE, as amended or **SBC-2STATE** PUB L-780023-PB/NB. If CCS interconnection is established through a Third Party, the rates, terms, and conditions of the parties' respective tariffs will apply. If CCS interconnection is established directly between CLEC and **SBC-13STATE**, the rates, terms, and conditions of Appendix SS7 will apply.

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

3.2.1 **RESALE--SECTIONS 251(b)(1)**

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

4. **UNBUNDLED NETWORK ELEMENTS -- SECTIONS 251(c)(3)**

- 4.1 Pursuant to Appendix UNE, which is attached hereto and made a part hereof, **SBC-13STATE** will provide CLEC access to Unbundled Network Elements for the provision of a Telecommunication Service as required by Sections 251 and 252 of the Act. SEE APPENDIX UNE FOR SPECIFIC LANGUAGE.

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

- 5.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Both Parties will comply with the Network Disclosure rules adopted by the FCC in CC

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

6. **COLLOCATION -- SECTION 251(c)(6)**

- 6.1 **SBC-13STATE** shall provide to CLEC Physical Collocation pursuant to Appendix Collocation.

6.2 **SBC-13STATE** shall provide to CLEC Virtual Collocation pursuant to Appendix Collocation.

7. **NUMBER PORTABILITY -- SECTIONS 251(b)(2)**

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

8. **DIALING PARITY -- SECTION 251(b)(3)**

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

8.2 **SBC-12STATE** shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

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

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

9. **ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)**

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

10. **DATABASE ACCESS**

10.1 **SBC13STATE** shall provide to CLEC nondiscriminatory access to databases and associated signaling necessary for call routing and completion pursuant to the applicable Appendix UNE, which is attached hereto and incorporated herein by reference.

11. **REFERRAL ANNOUNCEMENTS**

11.1 When an End User changes its service provider from one Party to the other Party and does not retain its original telephone number, the Party formerly providing

service to the End User will provide a referral announcement (“Referral Announcement”) on the abandoned telephone number. This announcement will provide details on the new number to be dialed to reach this customer. These announcements will be reciprocally provided for the same period of time, and under the same terms and conditions, as each Party provides to its own users.

11.1.1 The following pertains to **AM-IL**, **AM-WI** and **PACIFIC** only:

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

11.1.2 The following applies to **AM-IN** only:

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

11.1.3 The following applies to **AM-MI** only:

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

11.1.4 The following applies to **AM-OH** only:

11.1.4.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party’s tariff(s). However, if either Party provides

Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

12. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

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

13. CUSTOMER INQUIRIES

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

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

13.2.1 Provide the number described in Section 13.1 to callers who inquire about the other Party's services or products; and

13.2.2 Do not in any way disparage or discriminate against the other Party or its products or services nor shall they use these calls as the basis for internal referrals, to solicit customers, or to market services.

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

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

14. EXPENSES

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

- 14.2 **SBC-12STATE** and CLEC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this agreement.

15. CONFLICT OF INTEREST

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

16. AMENDMENTS AND MODIFICATIONS

- 16.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions.
- 16.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

17. OTHER SERVICES

17.1 Publishing and Directory

- 17.1.1 **SBC-13STATE** will make nondiscriminatory access to Publishing and Directory service available under the terms and conditions of Appendix White Pages, attached hereto and incorporated by reference.

17.2 911 and E911 Services

- 17.2.1 **SBC-13STATE** will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of Appendix 911, attached hereto and incorporated by reference.

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

- 17.2.1.1.1 Having represented and warranted to **SBC-13STATE** that it will only offer data services,

CLEC agrees that it will not provide voice service to its end users over the network elements furnished by **SBC-13STATE**; and

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

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

17.3 AIN

17.3.1 One or more of the ILECs making up **SBC-13STATE** have deployed a set of AIN features and functionalities unique to the particular ILEC(s). As such, the AIN network architecture, methods of access and manner of provisioning are specific to that ILEC or those ILECs. Accordingly, any request for AIN access pursuant to this Agreement must be reviewed for technical feasibility, with all rates, terms and conditions related to such request to be determined on an individual case basis and to be negotiated between the Parties. Upon request by CLEC, and where technically feasible, **SBC-13STATE** will provide CLEC with access to **SBC-13STATE**'s Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate state Commission.

17.4 Hosting

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

17.5 Directory Assistance ("DA")

17.5.1 **SBC-13STATE** will provide nondiscriminatory access to Directory Assurances services under the terms and conditions identified in Appendix DA, attached hereto and incorporated by reference.

17.6 Operator Services

17.6.1 **SBC-13STATE** shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in Appendix OS, attached hereto and incorporated by reference.

17.7 Signaling System 7 Interconnection

17.7.1 At CLEC's request, **SBC-13STATE** shall perform SS7 interconnection services for CLEC pursuant to Appendix SS7, attached hereto and incorporated by reference.

18. NETWORK MAINTENANCE AND MANAGEMENT

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

18.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.

- 18.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 18.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 18.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 18.6 Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of **SBC-13STATE**, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence. Either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.
- 18.7 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.

19. GENERAL RESPONSIBILITIES OF THE PARTIES

19.1 Implementation Schedule

- 19.1.1 Upon approval by the Commission of the Interconnection Agreement or certification, whichever is later, CLEC agrees to notify SBC if they will not begin the process of providing telephone exchange service to business and/or residential customers within 60 (sixty) days within its certificated service area.
- 19.2 **SBC-12STATE** and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.
- 19.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with **SBC-13STATE**'s network as referenced in Telcordia's BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- 19.4 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers. **See End User Fraud Section.**
- 19.5 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.
- 19.5.1 **PACIFIC** reserves the right on one hundred eighty (180) calendar days notice to require UNE-Based Switch Port providers to administer their End User records in **PACIFIC**'s LIDB.
- 19.5.2 **NEVADA** does not have a line information database and/or Calling Name database. Line Information Data Base services can be purchased from **PACIFIC**.
- 19.6 Insurance Requirements
- 19.6.1 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
- 19.6.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily

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

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

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

19.6.2 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 19.6.1.1 through 19.6.1.3 of this Agreement.

19.6.3 The Parties agree that companies affording the insurance coverage required under Section 19.6 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

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

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

19.6.5.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by

each state covered by this Agreement or the employer's state of hire; and

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

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

19.6.6 This Section 19.6 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

19.7 In the event that CLEC makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CLEC identifier (collectively, a "**CLEC Change**"), CLEC shall submit written notice to **SBC-13STATE** within thirty (30) calendar days of the first action taken to implement such CLEC Change.

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

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

19.10 Upon CLEC signature of this Agreement and for the purposes of establishing provisioning and billing service to CLEC, CLEC is required to provide to **SBC-13STATE** its authorized and nationally recognized OCN/AECNs for facilities-based business (Interconnection and/or Unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

- 19.11 CLEC name associated with specific OCN/AECN must be consistent within **SBC-13STATE** databases.
- 19.12 Unless otherwise agreed, if the designated Party fails to file the jointly signed agreement with the Commission within thirty (30) days of both Parties signatures, then the signed agreement is null and no longer valid. If the contract becomes null, either Party can initiate negotiations to a new agreement.

20. EFFECTIVE DATE, TERM, AND TERMINATION

- 20.1 This Agreement shall be effective (“Effective Date”) upon approval by the Commission under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.
- 20.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire May 28, 2004 (the “Term”). Absent the receipt by one Party of written notice from the other Party at least 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 20.3 or 20.5, below.
- 20.3 Except as specifically otherwise provided in Appendix Structured Access, White Pages, Resale and UNE and notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such material nonperformance or breach within forty-five (45) days after written notice thereof. Any termination of this Agreement pursuant to this Section 20.3, and pursuant to Section 44 Billing and Payment of Charges, shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Provided, however, that nothing contained in this paragraph shall be deemed to prevent either Party from seeking relief of any kind, including but not limited to a restraining order or injunctive relief, from any court or regulatory agency to prevent any termination of this Agreement, notwithstanding the dispute resolution provisions of Section 46 of this Agreement.
- 20.4 If pursuant to Section 20.2, above, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement ninety (90) days after delivering written notice to the other Party of its intention

to terminate this Agreement, subject to Section 20.5 and 20.6, below. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 20.4 other than its obligations under Section 20.5 and 20.6, below.

20.5 Upon termination or expiration of this Agreement in accordance with this Section 20.2, 20.3 or 20.4, above:

- (a) each Party shall continue to comply with its obligations set forth in Section 54, below; and
- (b) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement; or place any Disputed Amounts into an escrow account that complies with Section 44.4 hereof;

and

- (c) Each Party's confidentiality obligations shall survive; and
- (d) each Party 's indemnification obligations shall survive.

20.6 If either Party serves notice of expiration pursuant to Section 20.2 or Section 20.4, CLEC shall have twenty (20) calendar days to provide **SBC-13STATE** written confirmation if CLEC wishes to pursue a successor agreement with **SBC-13STATE** or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with **SBC-13STATE**, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **SBC-13STATE** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

20.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which **SBC-13STATE** received CLEC's Section 252(a)(1) request; unless negotiations are in progress or arbitration has been demanded provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retro-active true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement. In the event a successor agreement is not established via negotiation or arbitration ten (10) months after the date on

which SBC-13STATE received CLEC's Section 252(a)(1) request, the parties agree to continue to operate under the non-monetary terms and conditions of this Agreement until such successor agreement is established; provided, however, that the rates and charges of such successor agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retro-active true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement.

- 20.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with **SBC-13STATE** for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following **SBC-13STATE**'s receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 20.5 of this Agreement.
- 20.9 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with **SBC-13STATE** in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the SBC-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 20.5 of this Agreement.
- 20.10 In the event of termination of this Agreement pursuant to Section 20.9, **SBC-13STATE** and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

21. **PERFORMANCE MEASURES**

21.1 Appendix Performance Measures provides monetary payments for failure to meet specified performance standards, and is applicable in those **SBC-13STATE**s where the Commission has not approved and implemented alternative Performance Measures and/or Penalties. Where the state Commission has approved and implemented Performance Measures and/or Penalties, those Commission approved measures and penalties will apply. The provisions of that Appendix describe the damages or financial penalties available under this Agreement to CLEC for **SBC-13STATE** failure to meet specified performance standards.

22. **END USER FRAUD**

22.1 **SBC-13STATE** shall not be liable to CLEC for any fraud associated with CLEC's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

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

22.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 22.2 will include providing to the other Party, upon request, information concerning Customers who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.

22.4 **SBC-AMERITECH, SBC-SWBT, PACIFIC, SNET** will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. **PACIFIC** will provide such alert messages by e-mail. **SBC-AMERITECH, SBC-SWBT and SNET** will provide via fax.

22.4.1 **SBC-SWBT (on behalf of itself and SNET) and PACIFIC** will use a Sleuth system to determine suspected occurrences of ABS-related fraud for CLEC using the same criteria **SBC-SWBT and PACIFIC** use to monitor fraud on their respective accounts.

22.4.2 CLEC understands that Sleuth alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists.

CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Sleuth alert.

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

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

22.5 In **SBC-SWBT and PACIFIC** ABS-related alerts are provided to CLEC at no additional charge, except as related in 22.6 below.

22.5.1 In **PACIFIC**, 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, CLEC agrees to pay a recurring usage rate as outlined in Appendix Pricing.

22.6 Traffic Alert Referral Service (“TARS”) 1+ Intra-LATA Toll Fraud Monitoring

22.6.1 For terms and conditions for TARS, see Appendix Resale.

22.6.2 TARS is offered in **PACIFIC** only.

23. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

23.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, SERVICES, FACILITIES, FUNCTIONS AND PRODUCTS IT PROVIDES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER NEVADA NOR CLEC ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

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

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

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

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

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

24.2 Applies to **SNET** only

24.2.1 The Parties agree that CLEC will not submit a Local Exchange Carrier order for an End User to the Local Service Provider currently serving that End User without proper authorization from that End User, as required by the FCC in Subpart K, Part 64 rules and regulations and by the DPUC in

its applicable rules and regulations. **SNET**'s wholesale tariff, Section 18, further documents requirements for Local Exchange Carrier changes and required End User authorizations.

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

25. SEVERABILITY

25.1 The Parties negotiated the services, arrangements, Interconnection, Network Elements, terms and conditions of this Agreement as a total arrangement and it is intended to be nonseverable.

25.2 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible and shall not discontinue service to the other Party during such period if to do so would disrupt existing service being provided to an End User.

25.3 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

26. INTELLECTUAL PROPERTY

26.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party, subject to the provisions of Indemnification Section 27.7.7 and 27.8.

27. INDEMNIFICATION

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

- 27.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") by such Indemnifying Party, its agents, its End User, contractors, or others retained by such parties, in connection with the indemnifying Party's provision of Interconnection, Resale Services, Network Elements, functions, products, services or functions under this Agreement provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 27.3 In the case of any Loss alleged or claimed by an End User of either Party, the Party whose End User alleged or claimed such Loss ("Indemnifying Party") shall defend and indemnify the other Party ("Indemnified Party") against any and all such Claims or Losses by its End Users regardless of whether the underlying Interconnection, Resale Service, Network Element, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 27.4 CLEC agrees to indemnify, defend and hold harmless **SBC-13STATE** from any loss arising out of **SBC-13STATE**'s provision of 911 services or out of CLEC's End Users' use of the 911 service, whether suffered, made, instituted, or asserted by CLEC or its End Users, including for any personal injury or death of any person or persons, except for loss which is the direct result of **SBC-13STATE**'s own negligence or willful misconduct.
- 27.5 **SBC-13STATE** shall not be liable for damages to an End User's premises resulting from the furnishing of unbundled elements, including the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC-13STATE**'s negligence or willful misconduct. **SBC-13STATE** does not guarantee or make any warranty with respect to unbundled elements when used in an explosive atmosphere.
- 27.6 A Party (the "**Indemnifying Party**") shall indemnify, defend and held harmless the other Party ("**Indemnified Party**") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Network

Elements, functions, facilities, products and services provided under this Agreement involving:

27.6.1 any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving any Claim for

- (a) tort claims, including claims for libel;
- (b) slander;
- (c) invasion of privacy; or
- (d) infringement of Intellectual Property rights arising from the indemnifying Party's or its End Users use.

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

27.6.3 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

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

27.6.3.2 no infringement would have occurred without such modification.

27.6.4 any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party

shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

- 27.7 CLEC acknowledges that its right under this Agreement to Interconnect with **SBC-13STATE**'s network and to unbundle and/or combine **SBC-13STATE**'s Network Elements (including combining with CLEC's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.
- 27.7.1 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI for Declaratory Ruling. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.
- 27.7.2 **SBC-13STATE** agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as **SBC-13STATE**.
- 27.7.3 **SBC-13STATE** shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by **SBC-13STATE**.
- 27.7.4 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, **SBC-13STATE** shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to **SBC-13STATE** under the vendor contract and the terms of the contract (excluding cost terms). **SBC-13STATE** shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.
- 27.7.5 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 27.7.2, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including **SBC-13STATE**.

- 27.7.6 **SBC-13STATE** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with CLEC's Network Elements) in **SBC-13STATE**'s network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights **SBC-13STATE** agrees in Section 27.7.2 to use its best efforts to obtain.
- 27.7.7 **SBC-13STATE** does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with **SBC-13STATE**'s network and unbundling and/or combining **SBC-13STATE**'s Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights SWBT agrees in Section 27.7.2 to use its best efforts to obtain.
- 27.8 The Indemnifying Party agrees to defend any suit brought against the Indemnified Party for any loss identified in this Section or specific appendices. The Indemnified Party agrees to notify the Indemnifying Party promptly in writing of any written claims, lawsuits or demands for which the Indemnifying Party may be responsible under this Agreement. The Indemnified Party shall cooperate in every reasonable way to facilitate defense or settlement. The Indemnifying Party shall have the right to control and conduct the defense and settlement of any action or claim subject to the consultation of the Indemnified Party. The Indemnifying Party shall not be responsible for any settlement unless the Indemnifying Party approved such settlement in advance and agrees to be bound by the settlement agreement.
- 27.9 Notwithstanding any other provision in this Agreement, each Party agrees that should it cause any non-standard digital subscriber line ("xDSL") technologies (as that term is defined in the applicable Appendix DSL and/or the applicable commission-ordered tariff, as appropriate) to be deployed or used in connection with or on **SBC-13STATE** facilities, that Party ("**Indemnifying Party**") will pay

all costs associated with any damage, service interruption or other Telecommunications Service degradation, or damage to the other Party's ("**Indemnitee's**") facilities.

27.10 CLEC acknowledges that its right under this Agreement to Interconnect with **SBC-13STATE**'s network and to unbundle and/or combine **SBC-13STATE**'s Network Elements (including combining with CLEC's network elements) may be subject to or limited by Intellectual Property rights (including, without limitation, patent, copyright, trade secret rights, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.

27.11 CLEC shall reimburse **SBC-13STATE** for damages to **SBC-13STATE** facilities utilized to provide Interconnection or unbundled Network Elements hereunder caused by the negligence or willful act of CLEC or resulting from CLEC's improper use of NEVADA facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than **SBC-13STATE**. Upon reimbursement for damages, **SBC-13STATE** will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by **SBC-13STATE** for the damages to the extent of such payment.

27.12 Indemnification Procedures

27.12.1 Whenever a claim shall arise for indemnification under this Section 27, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

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

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

- 27.12.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 27.12.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 27.12.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 27.12.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 27.12.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 27.12.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party

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

28. LIMITATION OF LIABILITY

- 28.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort, or otherwise, , including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount **SBC-13STATE** or CLEC has charged or would have charged the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) which were not performed or were otherwise improperly performed.
- 28.2 Except as otherwise expressly provided in specific appendices, in the case of any Losses alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 28.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 28.3.
- 28.4 Neither CLEC nor **SBC-13STATE** shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches

of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 27 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 28.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection, Resale Services, Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party ("**Indemnifying Party**") hereby releases and holds harmless the other Party ("**Indemnitee**") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.

- 28.5 **SBC-13STATE** shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC-13STATE**'s gross negligence or willful misconduct. **SBC-13STATE** does not guarantee or make any warranty with respect to Interconnection, Resale Services, Network Elements, functions, facilities, products or services when used in an explosive atmosphere.
- 28.6 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to **SBC-13STATE** under this Agreement, including any errors or omissions occurring in CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.
- 28.7 **SBC-13 STATE** shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.
- 28.8 This Section 28 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable.

29. **REGULATORY APPROVAL**

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

30. MISCELLANEOUS

30.1 Authority

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

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

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

30.2 Compliance and Certification

30.2.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement.

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

Upon request by any state governmental entity, each Party shall provide proof of certification.

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

30.3.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance for Law Enforcement Act (“CALEA”).

31. **ENFORCEMENT**

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

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

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

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

31.2 **SNET** and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

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

32. RELATIONSHIP OF THE PARTIES /INDEPENDENT CONTRACTOR

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

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

33. FORCE MAJEURE

33.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, and without its fault or negligence including, acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes,

nuclear accidents, hurricanes, floods, work stoppages, equipment failure, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a **“Force Majeure Event”**) or any Delaying Event caused by the other Party or any other circumstances beyond the Party’s reasonable control. If a Force Majeure Event shall occur, the Party affected shall, upon giving prompt notice to the other Party, of such Force Majeure Event, specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and both Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

34. CONFIDENTIALITY

34.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, system interfaces, forecasts, computer programs, software documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed “Confidential” or “Proprietary” (collectively “Proprietary Information”) if:

- (a) furnished or made available or otherwise disclosed by one Party (the “Disclosing Party”) or its agent, employee, representative or Affiliate to the other Party (the “Receiving Party”) or its agent, employee, representative or Affiliate dealing with End User-specific, facility-specific, or usage-specific information, other than End User information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or as otherwise mutually agreed upon; or
- (b) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary;" or
- (c) communicated orally and declared to the Receiving Party at the time of delivery "Confidential" or "Proprietary", and which shall be summarized in writing and marked “Confidential” or “Proprietary” and delivered to the Receiving Party within ten (10) calendar days following such disclosure;

- (d) Any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section 34, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as "**Derivative Information**").

34.2 Proprietary Information Shall be Held in Confidence

34.2.1 Each Receiving Party agrees that:

- (a) all Proprietary Information communicated to it or any of its agents, employees, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information of like importance; provided that such Receiving Party and its agents, employees, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;
- (b) it will not, and it will not permit any of its agents, employees, representatives and Affiliates to disclose such Proprietary Information to any Third Party;
- (c) it will disclose Proprietary Information only to those of its agents, employees, representatives and Affiliates who have a need for it in connection with the use or provision of any services required to fulfill this Agreement; and

34.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, employees, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, representative or Affiliate of such Party's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be jointly and severally liable for any breach of this Agreement by any of its agents, employees, representatives and Affiliates and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its agents, employees, representatives and Affiliates from any prohibited or unauthorized disclosure or use of the

Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to an agent, employee, representative or Affiliate of the Receiving Party without the prior written authorization of the Receiving Party.

34.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of Section 34.5 and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

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

- (a) was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or
- (b) is, or becomes publicly known through no wrongful act of the receiving Party; or
- (c) is rightfully received from a Third Person having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
- (d) is independently developed by an employee, agent, representative or Affiliate of the Receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- (e) is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
- (f) is approved for release by written authorization of the Disclosing Party; but only to the extent of the authorization granted; or

- (g) is required to be made public by the Receiving Party pursuant to Applicable Law or regulation provided that such production or disclosure shall have been made in accordance with Section 34.5.

34.3 Proposed Disclosure of Proprietary Information to a Governmental Authority

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

34.3.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 34.3 with respect to all or part of such requirement.

34.3.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 34.3. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

34.4 Notwithstanding any of the foregoing, **SBC-13STATE** and CLEC shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to **SBC-13STATE**'s activities under the Act and neither **SBC-13STATE** nor CLEC need provide prior written notice of

such disclosure to the other Party if **SBC-13STATE or CLEC** has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

34.5 Return of Proprietary Information

- 34.5.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.
- 34.5.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.
- 34.5.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary information shall not relieve any Receiving Party of its obligation to continue to treat such Proprietary Information in the manner required by this Agreement.
- 34.5.4 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

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

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

34.7 The Parties agree that an impending or existing violation of any provision of this Section 34 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section 34 for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

35. GOVERNING LAW

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

36. TAXES

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

- 36.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement, if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.
- 36.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 36.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 36.5 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to

indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

- 36.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 36.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 36.8 With respect to any Tax or Tax controversy covered by this Section 36, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 36.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 36 shall be sent in accordance with Section 47 hereof.

37. ASSIGNMENT

- 37.1 CLEC may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of **SBC-13STATE**; provided that CLEC may assign or transfer this Agreement to its Affiliate by providing ninety (90) calendar days' prior written notice to **SBC-13STATE** of such assignment or transfer; which will not be unreasonably withheld, provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to a separate agreement with **SBC-13STATE** under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio.
- 37.2 As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by **SBC-13STATE** pursuant to this Section 37, CLEC agrees that any change, modification or other activity required for **SBC-13STATE** to accommodate or recognize the successor to or assignee of CLEC shall be a CLEC Change and shall be subject to Section 19.7. **SBC-13STATE** shall have no obligation to proceed with such activities nor shall any otherwise acceptable assignment or transfer be effective against **SBC-13STATE** until the Parties agree upon the charges that apply to such CLEC Change.
- 37.3 If during the Term, **SBC-13STATE** sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, **SBC-13STATE** shall provide CLEC not less than ninety (90) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, CLEC acknowledges that **SBC-13STATE** shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that CLEC must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

38. DELEGATION TO AFFILIATE

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

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

39. SUBCONTRACTING

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

40. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 40.1 Each Party will be solely responsible at it own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances:
- 40.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and
- 40.1.2 listed by any governmental agency as a hazardous substance.

40.2 CLEC will in no event be liable to **SBC-13 STATE** for any costs whatsoever resulting from the presence or release of any environmental hazard, including Hazardous Substances, that CLEC did not introduce to the affected work location. **SBC-13STATE** will indemnify, defend (at CLEC's request) and hold CLEC and each of its officers, directors and employees harmless from and against any Loss that arises out of or results from:

40.2.1 Any Environmental Hazard that **SBC-13STATE**, its contractors or agents introduce to the work locations, or

40.2.2 The presence or release of any Environmental Hazard for which **SBC-13STATE** is responsible under Applicable Law.

40.3 **SBC-13STATE** will in no event be liable to CLEC for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that **SBC-13STATE** did not introduce to the affected work location. CLEC will indemnify, defend (at **SBC-13STATE**'s request) and hold **SBC-13STATE** and each of its officers, directors and employees harmless from and against any Loss that arises out of or results from:

40.3.1 any Environmental Hazard that CLEC, its contractors or agents introduce to the work locations, or

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

41. **NON-WAIVER**

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

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

42.1 Subject to the restrictions set forth in Section 20 and except as may be otherwise expressly provided in this Agreement, a Party (the “**Auditing Party**”) may audit the other Party’s (the “**Audited Party**”) books, records, data and other

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

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

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

42.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited

Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.

- 42.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 42.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.1 (depending on the **SBC**-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.
- 42.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.
- 42.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 42.1. Any additional audit shall be at the requesting Party's expense.

42.2 Audits - **SNET** only

- 42.2.1 Except as provided in Appendix Compensation, **SNET** shall arrange for one (1) annual independent audit to be conducted by a "Big Six" independent public accounting firm or an accounting firm mutually agreed to by **SNET**, CLEC and all other CLECs doing business with **SNET** under the terms of an agreement adopted pursuant to Sections 251 and 252 of the

Act for the purpose of evaluating the accuracy of **SNET**'s billing and invoicing.

42.2.2 **SNET** will cooperate fully with the independent auditor in such audit and provide reasonable access to any and all appropriate **SNET** employees, books, records and other documents reasonably necessary to perform the audit.

42.2.3 **SNET** shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to CLEC in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to **SNET** by CLEC, the underpayment shall be reflected in CLEC's invoice for the first full billing cycle after the audit report is issued. **SNET** will not be entitled to recover interest on any underbilling to CLEC revealed by the audit for the time preceding the amount appearing on CLEC's bill from **SNET**, however, **SNET** shall be entitled to recover interest at the interest rate referenced in Section 44.2 on such underbilling and CLEC shall pay interest for the number of calendar days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to **SNET**.

43. DEPOSITS (SBC-12STATE)

43.1 The deposit requirements set forth in this Section 43 apply to the Resale Services and Network Elements furnished under this Agreement. A CLEC furnished both Resale Services and Network Elements in one (1) state under this Agreement shall make two (2) separate deposits for that state, each calculated separately as set forth below in Sections 43.2 through 43.10, inclusive.

43.2 If CLEC has not established a minimum of twelve (12) consecutive months good credit history with all **SBC-owned ILECs** (that is, **AMERITECH, NEVADA, PACIFIC, SNET and SWBT**) where CLEC is doing or has done business as a local service provider, CLEC shall remit an initial cash deposit to **SBC-12STATE** prior to the furnishing of Resale Services or Network Elements for each state in which CLEC has not established a minimum twelve (12) consecutive months good credit history; provided however, that no new credit deposit shall be required where CLEC has previously made a deposit with SBC-12STATE. The deposit required by the previous sentence shall be determined as follows:

43.2.1 for **NEVADA, PACIFIC** or **SWBT**, if immediately prior to the Effective Date, CLEC was not operating as a Local Service Provider in a state

covered by this Agreement, the initial deposit for that state shall be in the amount of \$17,000; or

43.2.2 for **NEVADA, PACIFIC** or **SWBT**, if immediately prior to the Effective Date, CLEC was operating as a Local Service Provider in a state covered by this Agreement, the deposit for that state shall be in the amount calculated using the method set forth in Section 43.7 of this Agreement; or

43.2.3 for **SBC-AMERITECH**, subject to external credit check verification and/or financial statement review, **SBC-AMERITECH** may require two (2) to four (4) months of projected average monthly billings as a deposit.

43.2.4 If CLEC has established a minimum of twelve (12) consecutive months good credit history with all **SBC**-owned ILEC(s) (that is, **AMERITECH, NEVADA, PACIFIC, SNET** and **SWBT**) with which CLEC is doing or has done business as a Local Service Provider, **SBC-12STATE** shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 43.1 through Section 43.10 of this Agreement shall continue to apply in each state for the Term . In determining whether CLEC has established a minimum of twelve (12) consecutive months good credit history with each **SBC**-owned ILEC with which CLEC is doing or has done business, CLEC's payment record with each **SBC**-owned ILEC for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

43.3 Any cash deposit for one state shall be held by **SBC-12STATE** as a guarantee of payment of charges billed to CLEC, provided, however, **SBC-12STATE** may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:

43.3.1 when **SBC-12STATE** sends CLEC the second delinquency notification for that state during the most recent twelve (12) months; or

43.3.2 when **SBC-12STATE** suspends CLEC's ability to process orders in accordance with Section 45; or

43.3.3 when CLEC files for protection under the bankruptcy laws; or

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

43.3.5 when this Agreement expires or terminates; or

- 43.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, **SBC-12STATE** shall credit any cash deposit to CLEC's account so long as CLEC has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.
- 43.3.7 For the purposes of this Section 43.3, interest will be calculated as specified in Section 44.2 and shall be credited to CLEC's account at the time that the cash deposit is credited to CLEC's account.
- 43.4 So long as CLEC maintains timely compliance with its payment obligations, **SBC-12STATE** will not increase the deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, **SBC-12STATE** reserves the right to require additional deposit(s) in accordance with Section 43.1 and Sections 43.5 through 43.10.
- 43.5 If during the first six (6) months of operations in a state covered by this Agreement, CLEC has been sent one delinquency notification letter by **SBC-12STATE**, the deposit amount for that state shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:
- 43.5.1 for **NEVADA, PACIFIC** or **SWBT** for a two (2) month period exceeds the deposit amount held; or
- 43.5.2 for **AMERITECH** for a two (2) to four (4) month period exceeds the deposit amount held.
- 43.6 Throughout the Term, any time CLEC has been sent two (2) delinquency notification letters for any one state by **SBC-12STATE**, the deposit amount for that state shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:
- 43.6.1 or **NEVADA, PACIFIC** or **SWBT** for a two (2) month period exceeds the deposit amount held; or
- 43.6.2 for **AMERITECH** for a two (2) to four (4) month period exceeds the deposit amount held.
- 43.7 Whenever a deposit is re-evaluated as specified in Section 43.5 or Section 43.6, such deposit shall be calculated in an amount equal to the average billing to CLEC for that state for a two (2) to four (4) month period. The most recent three (3) months billing on all of CLEC's CBAs/ESBAs/ASBS ("CBA" is utilized in **SWBT** only; "ESBA" is utilized in **PACIFIC** and **NEVADA** only; "ASBS" is utilized in **AMERITECH** only) and BANs for Resale Services or Network

Elements, as appropriate within that state shall be used to calculate CLEC's monthly average.

43.7.1 In **SBC-7STATE** only, after calculating the amount equal to the average billing to CLEC for Resale Services that state for a two (2) month period, add the amount of any charges that would be applicable to transfer all of CLEC's then-existing End-Users of Resale Services to **SBC-7STATE** in the event of CLEC's disconnection for non-payment of charges. The resulting sum is the amount of the deposit for Resale Services.

43.8 Whenever a deposit is re-evaluated as specified in Section 43.5 and Section 43.6, CLEC shall remit the additional deposit amount to **SBC-12STATE** within thirty (30) calendar days of receipt of written notification from **SBC-12STATE** requiring such deposit. If CLEC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, **SBC-12STATE** shall begin the process set forth in Section 45.5 of this Agreement for that state. If CLEC continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 45.3 of this Agreement, then **SBC-12STATE** shall begin the procedure(s) set forth in Sections 45.5 and 45.6 of this Agreement for that state.

43.9 This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to **SBC-7STATE**. No interest shall be paid by **SBC-7STATE** for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit. **SBC-7STATE** may demand payment from the issuing bank of any irrevocable bank letter of credit upon the occurrence of any of the events listed in Section 43.3.1 through 43.3.4.

43.10 The fact that **SBC-12STATE** holds either a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.

43.11 For Deposit requirements for **SNET**, see the applicable **DPUC** ordered tariff.

44. BILLING AND PAYMENT OF CHARGES

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

- 44.1.1 Remittance in full of all bills rendered by **SBC-AMERITECH**, **SBC-SWBT** and **PACIFIC** is due within thirty (30) calendar days of each bill date (the “**Bill Due Date**”) and shall be paid in accordance with the terms of Section 44.3 of this Agreement.
- 44.1.2 Remittance in full of all bills rendered by **NEVADA** is due in accordance with the terms set forth in the Commission C2-A Tariff, with the date on which amounts are due referred to herein as the “**Bill Due Date**”.
- 44.1.3 Remittance in full of all bills rendered by **SNET** is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the “**Bill Due Date**”.
- 44.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the “**Bill Due Date**”).
- 44.1.5 If CLEC fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received from CLEC after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to **SBC-13STATE** as of the Bill Due Date (individually and collectively, “**Past Due**”), then a late payment charge shall be assessed as provided in Sections 44.1.5.1 through 44.1.5.3, as applicable.
- 44.1.5.1 If any charge incurred under this Agreement that is billed out of any **SBC-8STATE** billing system other than the **SBC-SWBT** Customer Records Information System (CRIS) is Past Due, the unpaid amounts shall bear interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable **SBC-8STATE** intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any **SBC-8STATE** billing system other than **SBC-SWBT**'s CRIS shall comply with the process set forth in the applicable **SBC-8STATE** intrastate access services tariff for that state.
- 44.1.5.2 If any charge incurred under this Agreement that is billed out of **SBC-SWBT**'s CRIS is Past Due, interest shall be applied to the unpaid amounts from the day following the Bill Due Date until paid. The interest rate applied to **SBC-SWBT** CRIS-billed Past Due unpaid amounts shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable

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

- 44.1.5.3 If any charge incurred under this Agreement that is billed out of any **SBC-AMERITECH** billing system is Past Due, the unpaid amounts shall accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.
- 44.2 If any charge incurred by **SBC-13STATE** under this Agreement is Past Due, the unpaid amounts shall bear interest from the day following the Bill Due Date until paid. The interest rate applied shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC-13STATE**'s intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.
- 44.3 CLEC shall make all payments to **SBC-12STATE** via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SBC-12STATE**. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC shall use the CCD+ or the CTX transaction set. The parties may agree on a third party administrator or agent for ACH network transfers. CLEC and **SBC-12STATE** shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by **SBC-12STATE** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC-12STATE** shall not be liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.
- 44.3.1 CLEC shall make all payments to **SNET** in "immediately available funds." All payments to **SNET** shall be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the **CT-DPUC** or via electronic funds credit transfers through the Automated Clearing

House Association (ACH) network to the financial institution designated by **SNET**. If CLEC makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If CLEC makes payment through funds transfer via the ACH network, CLEC shall use the CCD+ or the CTX transaction set. CLEC and **SNET** shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment shall be received by **SNET** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SNET** shall not be liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

- 44.4 If any portion of an amount due to a Party (the **“Billing Party”**) for Resale Services or Network Elements under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **“Non-Paying Party”**) shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes (**“Disputed Amounts”**) and include in such written notice the specific details and reasons for disputing each item listed in Section 46.4.1. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:
- 44.4.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
- 44.4.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
- 44.4.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
- 44.4.4 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree that the escrow account will meet all of the following criteria:
- 44.4.4.1 The escrow account must be an interest bearing account;
- 44.4.4.2 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;

- 44.4.4.3 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent;
- 44.4.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and
- 44.4.4.5 Disbursements from the escrow account shall be limited to those:
 - 44.4.4.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or
 - 44.4.4.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 46.7; or
 - 44.4.4.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 46.7.
- 44.5 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 44.1.
- 44.6 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 46.
- 44.7 If the Non-Paying Party disputes any charges for Resale Services or Network Elements and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:
 - 44.7.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute;
 - 44.7.2 within fifteen (15) calendar days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-

Paying Party shall be released to the Non-Paying Party, together with any accrued interest thereon;

- 44.7.3 within fifteen (15) calendar days after resolution of the Dispute, the portion of the Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon; and
- 44.7.4 no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amounts, the Non-Paying Party shall pay the Billing Party the difference between the amount of accrued interest such Billing Party received from the escrow disbursement and the amount of Late Payment Charges such Billing Party is entitled to receive pursuant to Section 44.1.
- 44.8 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in the preceding section, shall be grounds for termination of this Agreement.
- 44.9 If either Party request one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.
- 44.9.1 Each additional copy of any bill provided for billing from **SBC-SWBT's** CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.
- 44.9.2 Bills provided to CLEC from **SBC-SWBT's** CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.
- 44.10 Exchange of Billing Message Information
- 44.10.1 **SBC-13 STATE** will provide CLEC a specific Daily Usage File (“DUF” or “Usage Extract”) for Resale Services and Network Element usage sensitive services provided hereunder (“Customer Usage Data”). Such Customer Usage Data shall be provided by **SBC-13STATE** in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each ILEC. The DUF shall include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive

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

- 44.10.2 To establish file transmission for the Daily Usage File, CLEC must provide a separate written request for each state to **SBC-AMERITECH**, **PACIFIC**, **NEVADA**, **SNET** and **SBC-SWBT** no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 44.10.3 Call detail for LEC-carried calls that are alternately billed to CLEC End Users lines provided by **SBC-AMERITECH**, **SBC-SWBT** and **SNET** through Resale or Network Elements will be forwarded to CLEC as rated call detail on the DUF. Unless otherwise specified in Appendix Message Exchange, call detail for LEC-carried calls that are alternately billed to CLEC End User lines provided by **PACIFIC** or **NEVADA** through Resale or Network Elements will be forwarded to CLEC as rated call detail on the DUF.
- 44.10.4 **SBC-SWBT** shall bill CLEC for Usage Extract furnished by **SBC-SWBT** in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information."
- 44.10.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to **SBC-13STATE** for billing, which would otherwise be processed by **SBC-13STATE** for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when **SBC-13STATE** records the message.
- 44.10.6 **SBC-AMERITECH**, **NEVADA** and **PACIFIC** Ancillary Services messages originated on or billed to a Resale Service or Network Element (port) in those seven (7) states shall be subject to the rates, terms and conditions of Appendix Message Exchange.

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

45. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

- 45.1 Unless otherwise specified therein, Sections 45.1 through 45.5 inclusive shall apply to all charges billed for all services Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement. Section 45.6 shall apply only to Resale Services and Network Elements furnished under this Agreement.
- 45.1.1 If a Party is furnished services under the terms of this Agreement in more than one (1) state, Sections 45.1 through 45.7, inclusive, shall be applied separately for each such state.
- 45.2 Failure to pay charges may be grounds for disconnection of Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay by the Bill Due Date, any and all charges billed to it under this Agreement, including any Late Payment Charges or miscellaneous charges ("**Unpaid Charges**"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party shall notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the applicable Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.
- 45.2.1 With respect to Resale Services and Network Elements, **SBC-13STATE** will notify CLEC of any Unpaid Charges that remain unpaid fifteen (15) calendar days after the Bill Due Date and that CLEC must remit payment within fourteen (14) calendar days following receipt of **SBC-13STATE**'s notice.
- 45.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party shall take all of the following actions not later than fourteen (14) calendar days following receipt of the Billing Party's notice of Unpaid Charges:
- 45.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("**Disputed Amounts**") and the specific details listed in Section 46.4.1 of this Agreement, together with the reasons for its dispute; and
- 45.3.2 immediately pay to the Billing Party all undisputed Unpaid Charges; and

45.3.3 pay all Disputed Amounts relating to Resale Services and Network Elements into an interest bearing escrow account that complies with the requirements set forth in Section 44.4.

45.3.4 With respect to Resale Services and Network Elements, evidence that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 44.4 and deposited a sum equal to the Disputed Amounts into that account must be furnished to the Billing Party before the Unpaid Charges will be deemed to be “disputed” under Section 46 of this Agreement.

45.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 46.

45.5 **SBC-AMERITECH only**

45.5.1 Notwithstanding anything to the contrary herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay the disputed portion of a past due bill for Resale Services or Network Elements into an interest-bearing escrow account with a Third Party escrow agent, (iii) pay any revised deposit or (iv) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:

45.5.1.1 assess a late payment charge and where appropriate, a dishonored check charge;

45.5.1.2 require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;

45.5.1.3 refuse to accept new, or complete pending, orders; and/or

45.5.1.4 discontinue service.

45.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party’s exercise of any of the above options:

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

45.5.2.2 Sections 45.5.1.3 and 45.5.1.4 shall exclude any affected order or service from any applicable performance interval or Performance Benchmark.

45.5.3 Once disconnection has occurred, additional charges may apply.

45.6 **SBC-7STATE only**

45.6.1 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed twenty-nine (29) calendar days past the Bill Due Date of such Unpaid Charges, **SBC-7STATE** shall notify CLEC and the Commission in writing that unless all Unpaid Charges for Resale Services and Network Elements are paid within sixteen (16) calendar days following CLEC's receipt of such notice, the Resale Services and/or Network Elements furnished to CLEC under this Agreement for which Unpaid Charges are outstanding (i.e., delinquent and undisputed) shall be disconnected. This notice shall further specify that **SBC-7STATE** shall cause any of CLEC's End Users provisioned through Resale Services to be defaulted to **SBC-7STATE** local service.

45.6.1.1 On the same day that it sends the letter required by Section 45.6.1, **SBC-7STATE** will suspend acceptance of any new order and completion of any pending order (other than a disconnect order) from CLEC for any Resale Service or Network Element that could be furnished under this Agreement.

45.6.1.2 Section 45.6.1.1 shall exclude any affected order for Resale Services or Network Elements from any applicable performance interval and computation of any Performance Measurement.

45.6.2 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed forty (40) calendar days past the Bill Due Date of the Unpaid Charges, CLEC shall, at its sole expense, notify its End Users and the Commission that the End Users' service may be disconnected due to CLEC's failure to pay Unpaid Charges, and that its End Users must affirmatively select a new Local Service Provider within five (5) calendar days. This notice shall also advise CLEC's End Users provisioned through Resale Services that **SBC-7STATE** will transfer provisioning of the End User's account to **SBC-7STATE** at the end of the five (5)

calendar day period should the Resale End User fail to select a new Local Service Provider in the interim.

45.6.3 If any Unpaid Charges for Resale Services or Network Elements furnished to CLEC under this Agreement remain unpaid and undisputed forty-five (45) calendar days past the Bill Due Date of such Unpaid Charges, **SBC-7STATE** shall disconnect such Resale Services and/or Network Elements.

45.6.3.1 On the same date that these Resale Services are disconnected, **SBC-7STATE** shall cause such End Users provisioned through Resale Services to be transferred directly to **SBC-7STATE**'s local service. To the extent available at retail from **SBC-7STATE**, the Resale End Users transferred to **SBC-7STATE**'s local service shall receive the same services provided through CLEC immediately prior to the time of transfer; provided, however, **SBC-7STATE** reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.

45.6.3.2 Applicable conversion charges and service establishment charges for transferring End Users from CLEC to **SBC-7STATE** as specified in this Section 45.6 shall be billed to CLEC.

45.6.3.3 **SBC-7STATE** shall inform the Commission of the names of all Resale End Users transferred through this process.

45.6.4 Within five (5) calendar days of the transfer, **SBC-7STATE** shall notify all transferred Resale End Users that because of CLEC's failure to pay **SBC-7STATE**, their local service is now being provided by **SBC-7STATE**. **SBC-7STATE** shall also notify each transferred Resale End User that the End User has thirty (30) calendar days to select a new Local Service Provider.

45.6.5 Within twenty (20) calendar days of transfer, **SWBT-KS** shall again notify all transferred Resale End Users who have not exercised their option to select a new Local Service Provider that because of CLEC's failure to pay **SWBT-KS**, their local service is now being provided by **SWBT-KS**. **SWBT-KS** shall also notify the End Users that they have fifteen (15) calendar days remaining to select a local service provider.

45.6.6 If any End User transferred to **SBC-7STATE**'s local service pursuant to Section 9.6.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer to **SBC-7STATE**'s local service, **SBC-7STATE** shall terminate the transferred End User's service.

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

45.6.6.2 **SBC-7STATE** shall notify the Commission of the names of all transferred End Users whose service has been terminated pursuant to this Section 45.6.5.

45.6.7 **SBC-7STATE** may discontinue service to CLEC as provided in Section 9.6.3 and shall have no liability to CLEC or CLEC's End Users in the event of such disconnection or any transfer of Resale End Users to **SBC-7STATE** service in connection with such disconnection.

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

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

45.6.9 Once the letter required by Section 45.6.1 has been sent to CLEC, **SBC-7STATE** shall not accept any order (other than a disconnect order) relating to Resale Services or Network Elements from CLEC until

45.6.9.1 All Unpaid Charges are paid, and

45.6.9.2 CLEC has furnished **SBC-7STATE** a cash deposit calculated pursuant to the terms and conditions of Section 43.

45.7 **SNET** only

45.7.1 For nonpayment and procedures for disconnection for **SNET**, see the applicable **DPUC** ordered tariff.

46. **DISPUTE RESOLUTION**

46.1 **Finality of Disputes**

46.1.1 Except as otherwise specifically provided for in this Agreement, no claims will be brought for disputes arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to

the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

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

46.1.3 This limitation in 46.1.2 will apply to any retroactive billing by either party, except this limitation will not apply if the parties must follow a commission ordered true-up.

46.2 Alternative to Litigation

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

46.3 Commencing Dispute Resolution

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

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

46.3.1.2 Informal Dispute Resolution; and

46.3.1.3 Formal Dispute Resolution,

each of which is described below.

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

46.4.1 If the written notice given pursuant to Section 46.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 46.4 shall be used and the dispute shall first be referred to the appropriate service center [**SBC-AMERITECH** Service Center; **SBC-7STATE** Local Service Center (**LSC**); **SNET** Local Exchange Carrier Center (**LEC-C**)]

for resolution. In order to resolve a billing dispute, CLEC shall furnish **SBC-13STATE** written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. To be deemed a “dispute” under this Section 46.4, CLEC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 44.4 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 46.4.1 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC’s irrevocable and full waiver of its right to dispute the subject charges.

46.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on **SBC-13STATE**’s current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the CLEC furnishes all requisite information and evidence under Section 46.4.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, **SBC-13STATE** will notify CLEC of the status of the dispute and the expected resolution date.

46.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 46.4.1), **SBC-13STATE** will notify CLEC of the status of the dispute and the expected resolution date.

46.4.4 Any notice of Disputed Amounts given by **SBC-13STATE** to CLEC pursuant to Section 46.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that **SBC-13STATE** disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided **SBC-13STATE**, furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days,

but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, CLEC will notify **SBC-13STATE** of the status of the dispute and the expected resolution date.

46.4.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 46.4, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 46.5 of this Agreement.

46.5 Informal Resolution of Disputes

46.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 46.3 or Section 46.4.5, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

46.6 Formal Dispute Resolution

46.6.1 If the Parties are unable to resolve the dispute through the informal procedure described above in Section 46.5, then either Party may invoke the following formal Dispute Resolution procedures as described in Section 46.6. Unless agreed upon by the Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) days after the date of the letter initiating dispute resolution under Section 46.3.1.

46.6.1.1 Claims Subject to Mandatory Arbitration. The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 46.13.6 below:

46.6.1.2 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this

Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 46.3. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 46.3, the Parties will annualize the actual number of months billed.

- 46.6.1.3 Claims Subject to Elective Arbitration. Claims will be subject to arbitration pursuant to Section 46.7.1 if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.
- 46.6.1.4 Claims Not Subject to Arbitration If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.
 - 46.6.1.4.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.
 - 46.6.1.4.2 Actions to compel compliance with the Dispute Resolution process.
 - 46.6.1.4.3 All claims arising under federal or state statute(s), including, but not limited to, antitrust claims.
- 46.6.1.5 Expedited Formal Dispute Resolution If the issue to be resolved through the negotiations referenced in Section 46.5.1 above directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration or other legal recourse as provided in Section 46.6 shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association, unless the state commission adopts expedited procedures for resolution of such disputes, in which case such procedures shall apply.

46.7 Arbitration

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

46.8 No Conflict

46.8.1 The Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

47. NOTICES

47.1 Subject to Section 47.2, any notice to a Party required or permitted under this Agreement shall be in writing (unless specifically provided otherwise herein), and

unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, and shall be

47.1.1 delivered personally;

47.1.2 delivered by express overnight delivery service;

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

47.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in (a), (b) or (c) of this Section 47.

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

47.1.5.1 the date of actual receipt,

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

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

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

47.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT	SBC-13STATE CONTACT
NAME/TITLE	Carrie Cox, Esq./Director of Legal & Regulatory Affairs	Contract Administration ATTN: Notices Manager
STREET ADDRESS	12405 Powerscourt Drive	311 S. Akard, 9 th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	St. Louis, MO 63131	Dallas, TX 75202-5398
FAX NUMBER	925-244-1300	214-464-2006

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

47.2 **SBC-8STATE** communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

47.2.1 Notices provided via Accessible Letters does not authorize **SBC-13STATE** to implement changes that require FEDERAL or STATE Commission approval.

47.3 In the **SBC-8STATES**, CLEC may elect in writing to receive Accessible Letter notification via electronic mail (“e-mail”) distribution, either in lieu of or in addition to United States Postal Service (postage prepaid) distribution. CLEC acknowledges that United States Postal Service (postage prepaid) delivery will delay receipt of the information for a minimum of three (3) to five (5) calendar days from the date the information is made available via e-mail. Accessible Letter notification via e-mail will be deemed given as of the earlier of the date of actual receipt and the date set forth on the e-mail receipt.

47.4 In **SBC-8STATE**, CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail, but CLEC is limited to designating a maximum of four (4) recipients (in addition to the CLEC contact designated in Section 47.1) for Accessible Letter notification via United States Postal Service (postage prepaid).

47.5 In **SBC-8STATE**, CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available on the applicable **SBC-8STATE**'s CLEC Handbook website) to the individual specified on that form to designate in writing each individual (other than the CLEC contact designated in Section 47.1) to whom CLEC requests Accessible Letter notification be sent, whether via e-mail or United States Postal Service. CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of Accessible Letters (other than the CLEC contact designated in Section 47.1). Any completed Notices / Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by **SBC-8STATE**.

47.6 **SBC-SWBT only:**

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

47.7 **SBC-AMERITECH only:**

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

48. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

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

49. INTENTIONALLY LEFT BLANK

50. JOINT WORK PRODUCT

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

51. INTERVENING LAW

51.1 This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of arbitration by the Commissions. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), 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.*, 119 S. Ct. 721 (1999) 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 (1999). In addition, the Parties acknowledge 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), 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). 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.") By executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, **SBC-13STATE** does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, to invoke Intervening Law or Change of Law provisions and adopt the FCC ISP terminating compensation plan. CLEC also reserves all of its rights and does not waive any rights. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

52. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

53. NO LICENSE

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

54. SURVIVAL

54.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 20.5; Section 20.6;

Section 26.1; Section 27; Section 28; Section 30.3.1; Section 31.1.3; Section 34; Section 35; Section 36; Section 40; Section 42; Section 44.1; Section 44.4; Section 44.5; Section 44.6; Section 44.7 Section 46; Section 48; Section 53; and Section 54.

55. SCOPE OF AGREEMENT

55.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.

55.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

56. COUNTERPARTS

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

57. ENTIRE AGREEMENT

57.1 **SBC-12STATE**

57.1.1 The terms contained in this Agreement and any Schedules, Exhibits, Appendices, Attachments and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

57.2 **SNET**

57.1.2 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other

documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

SBC-13STATE Agreement
Signatures

Charter Fiberlink NV-CCVII, LLC

**Nevada Bell Telephone Company d/b/a SBC
Nevada by AT&T Operations, Inc., its
authorized agent**

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

Title: _____

Date: _____

Date: _____

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

SBC-13STATE Agreement
Signatures

Charter Fiberlink NV-CCVII, LLC

**Nevada Bell Telephone Company d/b/a SBC
Nevada by AT&T Operations, Inc., its
authorized agent**

Signature: _____

Signature: Rebecca L Sparks

Name: TED SCHREMP
(Print or Type)

Name: Rebecca L. Sparks

Title: SVP/GM
(Print or Type)

Title: Executive Director - Regulatory

Date: 2/13/06

Date: MAR 13 2006

AGWA
AEEN/OCN# HFB/ 813D
(Facility Based - if applicable)

APPENDIX 800

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. DESCRIPTION.....	4
3. TERMS AND CONDITIONS	5
4. RATE REGULATIONS	8
5. MONTHLY BILLING.....	9
6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	9

APPENDIX 800**ACCESS TO THE TOLL FREE CALLING DATABASE****1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for Access to the Toll Free Calling Database provided by the applicable AT&T Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 AT&T Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.7 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. DESCRIPTION

- 2.1 Other than as specifically set out elsewhere in this Agreement, **SNET** does not offer Access to the Toll Free Calling Database under this Agreement. Rather, Access to the Toll Free Calling Database is available from **SNET** as described in Section 18.2.9, 800 Database Access, of the CT Access Service Tariff.
- 2.2 **SBC-12STATE**'s 800 database, an ANSI SS7 call-related database system, receives updates processed from the national System Management System/800 ("SMS/800") database. Customer records in the SMS/800 are created or modified by entities known as Responsible Organizations ("RespOrg") who obtain access to the SMS/800 via the System Management System/800 database, Tariff FCC No. 1. 800 Service Providers must either become their own RespOrg or use the services of an established RespOrg. The services of a RespOrg include creating and updating 800 records in the SMS/800 to download to the 800 database(s). **SBC-12STATE** does not, either through a tariff or contract, provide RespOrg service.
- 2.3 After the 800 customer record is created in the SMS/800, the SMS/800 downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS/800 for each 800 number to be activated. The SMS/800 initiates all routing changes to update information on a nationwide basis.
- 2.4 Access to the Toll Free Calling Database allows CLEC to access **SBC-12STATE**'s 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).
- 2.5 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.
- 2.6 There are three optional features available with 800 service:
- 2.6.1 Designated 10-Digit Translation;
- 2.6.2 Call Validation; and
- 2.6.3 Call Handling and Destination.

- 2.6.4 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and request delivery of the designated 10-digit number in place of the 800 number, **SBC-12STATE** will deliver the designated 10-digit number.
- 2.6.5 The Call Handling and Destination feature allows the customer to create routing schemes utilizing:
- 2.6.5.1 Time of Day
 - 2.6.5.2 Day of Week
 - 2.6.5.3 Day of Year
 - 2.6.5.4 Allocation of Traffic by Percentage
 - 2.6.5.5 NPA-NXX-XXXX
- 2.6.6 The Call Validation feature List Turnaround feature (referred to as the Six-Digit Master Number List Turnaround feature in **SBC-2STATE**) applies when customer identification is performed for Canadian and Caribbean toll free numbers. This feature is billed in lieu of the Basic Toll Free Access Query charge.

3. TERMS AND CONDITIONS

- 3.1 Access to the Toll Free Calling Database provided under these terms and conditions is only available for use in the provision of telephone exchange and exchange access telecommunications services as specified in the Telecommunications Act of 1996 and any effective rules and regulations of the Federal Communications Commission and the state regulatory Commission.
- 3.2 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 SSP functionality and CCS/SS7 signaling. This Appendix is separate from the prices, terms, conditions and billing for such related elements, and in no way shall this Appendix be construed to circumvent the prices, terms, conditions or billing as specified for such related elements.
- 3.3 CLEC shall address its queries to **SBC-12STATE**'s database to the alias point code of the STP pair identified by **SBC-12STATE**. CLEC's queries shall use subsystem number 0 in the calling party address field and a translations type of

254 with a routing indicator set to route on global title. CLEC acknowledges that such subsystem number and translation type values are necessary for **SBC-12STATE** to properly process queries to its 800 database.

- 3.4 Each Party warrants to the other that it shall send queries and SS7 messages conforming to the ANSI approved standards for SS7 protocol and pursuant to the Specifications and Standards documents attached and incorporated herein in Exhibit I. Both Parties acknowledge that transmission in said protocol is necessary for each Party to provision Access to the Toll Free Calling Database (or the equivalent thereof). Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia's Specifications defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.
- 3.5 CLEC acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of **SBC-12STATE**'s CCS/SS7 network and its 800 database. CLEC further agrees that **SBC-12STATE**, at its sole discretion, may employ certain automatic and/or manual overload controls within **SBC-12STATE**'s CCS/SS7 network to guard against these detrimental effects. **SBC-12STATE** shall report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network. CLEC shall take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.6 During periods of 800 database system congestion, **SBC-12STATE** shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of **SBC-12STATE**'s 800 database. The automatic code gapping procedure used by **SBC-12STATE** shall notify the CLEC's switch of the gap length (how long CLEC's switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell **SBC-12STATE**'s 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of **SBC-12STATE**'s 800 database. **SBC-12STATE** reserves the right to manually invoke the automatic code gapping procedure to control congestion.
- 3.7 Prior to **SBC-12STATE** initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour query volumes. CLEC shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever CLEC anticipates a change to

existing forecasts. CLEC shall provide such updates each year for the first three (3) years of this Appendix. If, prior to the establishment of a mutually agreeable service effective date, in writing, **SBC-12STATE**, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to CLEC, **SBC-12STATE** shall notify CLEC of **SBC-12STATE**'s intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.

- 3.8 CLEC shall from time to time at **SBC-12STATE**'s request, provide additional forecasted information as deemed necessary by **SBC-12STATE** for network planning in connection with this offering.
- 3.9 **SBC-12STATE** shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., SS7 Appendix) as outlined in Telcordia Technical References TR-NWT-000533TR-NWT-000954, TR-TSV-000905, TP76638, GR-954-CORE, GR-905-CORE, and PUB L-780023-PB/NB and **SBC-AMERITECH** AM-TR-OAT-000069.
- 3.10 CLEC shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither CLEC nor carrier customers of CLEC, if CLEC is acting on behalf of other carriers, shall use the database information to copy, store, maintain or create any table or database of any kind or for any purpose. If CLEC acts on behalf of other carriers to access **SBC-12STATE**'s Toll Free Calling Database, CLEC shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by **SBC-12STATE** after a query to **SBC-12STATE**'s Toll Free Calling Database. CLEC shall only use this network element in connection with the provision of telephone exchange and exchange access services.
- 3.11 CLEC shall ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers.
- 3.12 **SBC-12STATE** shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for CLEC's activities on behalf of its local service customers where **SBC-12STATE** is the incumbent local exchange carrier. CLEC agrees that any other use of NEVADA's Toll Free Calling Database for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of NEVADA's effective tariffs, as revised, for 800 database services.
- 3.13 Ordering and billing inquiries for the elements described herein shall be directed to:

For **SBC-7STATE** - the Local Service Center (“LSC”). Ordering shall be done through the LSC using the standard CLEC order form and NEVADA’s CCS/SS7 Interconnect Questionnaire, if applicable.

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

4. RATE REGULATIONS

- 4.1 CLEC shall pay a Local Service Order Request Charge for each CLEC request for service order activity to establish Access to the Toll Free Calling Database in the **SBC-12STATE** region.
- 4.2 CLEC shall pay the rates for Access to the Toll Free Calling Database, as described in Appendix PRICING and/or the applicable Commissioned ordered tariff where stated.
- 4.3 CLEC shall pay a nonrecurring charge when a CLEC establishes or changes a signaling point code. The rates and charges for Signaling Point Code(s) are described in the Appendix SS7. This charge also applies to point code information provided by CLECs allowing other telecommunications providers to use the CLEC’s SS7 signaling network.
- 4.4 Rate Elements

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

 - 4.4.1 Basic Toll Free Access Query Rate Element
 - 4.4.2 Designated 10-Digit Translation Rate Element (referred to as POTS Translations in **SBC-2STATE** and **SBC-AMERITECH**)
 - 4.4.3 Call Validation Rate Element (referred to as Multiple Destination Routing Rate Element in **SBC-2STATE**)
 - 4.4.4 Call Handling and Destination Rate Element (referred to as Six-Digit Master Number List Turnaround Rate Element in **SBC-2STATE** and 800 Database Vertical Feature in **SBC-AMERITECH**).
- 4.5 CLEC shall pay the Basic Toll Free Access query rate for each query received and processed by **SBC-12STATE**’s database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation, and Call Handling and Destination) are per query and in addition to the Basic Toll Free Access query charge; and shall also be paid by CLEC.

5. MONTHLY BILLING

5.1 **SBC-12STATE** shall render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. For information regarding billing, non-payment, disconnects, and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 The General Terms and Conditions of this Agreement shall apply to this Appendix and every Interconnection, Resale Service, Network Element, function, facility, product or service and rate provided hereunder.

**APPENDIX 800
EXHIBIT I**

SPECIFICATIONS AND STANDARDS

Description of Subject Area
and Issuing Organization

Document Number

Bellcore, SS7 Specifications

GR-246-CORE

TR-NWT-000271

TR-NWT-000533

Bellcore, CCS Network Interface Specifications

GR-905-CORE

PUB L-780023-PB/NB

GR-954-CORE

APPENDIX COLLOCATION

Collocation

1. For the term of this agreement, CLEC will obtain Collocation Services pursuant to the rates, terms and conditions of the Nevada Access Tariff Section 19, titled “Collocation.”

APPENDIX DA

TABLE OF CONTENTS

1. DEFINITIONS3

2. SERVICES.....4

3. TERMS.....4

4. CALL BRANDING AND RATE REFERENCE REQUIREMENTS6

5. RESPONSIBILITIES OF THE PARTIES7

6. METHODS AND PRACTICES.....8

7. PRICING.....8

8. LIABILITY.....9

9. TERMS OF APPENDIX9

10. APPLICABILITY OF OTHER RATES, TERMS AND CONSITIONS10

APPENDIX DA

DIRECTORY ASSISTANCE SERVICE

This Appendix sets forth the terms and conditions under for Directory Assistance (DA) Services for CLEC provided by the applicable AT&T Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1. DEFINITIONS

- 1.1 AT&T Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, SBC-13STATE Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, SBC-13STATE, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 As used herein, **SBC-12STATE** means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, SBC-13STATE, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, SBC-13STATE, Oklahoma and Texas.
- 1.5 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, **SBC-2STATE** means an ILEC doing business in California and Nevada.
- 1.8 As used herein, **SBC-13STATE** means an ILEC doing business in SBC-13STATE.
- 1.9 As used herein, **SNET** means an ILEC doing business in Connecticut.
- 1.10 The prices at which **SBC-13STATE** agrees to provide CLEC with Directory Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. SERVICES

Where technically feasible and/or available, **SBC-13STATE** will provide the following DA Services:

2.1 Directory Assistance (“DA”)

Consists of providing subscriber listing information (name, address, and published telephone number or an indication of “non-published status”) where available to CLEC’s End Users who dial who dial 411, 1/0+411, 1/0+555-1212, or 1/0+NPA+555+1212, 555-1212, and whenever appropriate, performing Non-Published service according to current **SBC-13STATE** methods and practices.

2.2 Directory Assistance Call Completion (DACC) or Express Call Completion Service (“ECCS”).

An optional service where available, in which **SBC-13STATE** completes a call to the requested number on behalf of CLEC’s End User, utilizing an automated voice system or with operator assistance. **SBC-13STATE** agrees to provide DA with ECCS upon request where available.

3. TERMS

The following terms are defined as set forth below:

3.1 Non-Published Number

A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by SBC-13STATE’s DA operator.

3.2 Published Number

A telephone number that is published in a telephone directory and/or listed with directory assistance, and is available upon request by calling **SBC-13STATE’s** DA operator.

3.3 Call Branding

The procedure of identifying a provider’s name audibly and distinctly to the consumer at the beginning of each DA Services call, and when technically feasible and/or available, prior to completion of an ECCS request.

3.3.1 Where **SBC-13STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded

with the same brand. Where **SBC-13STATE** is only providing DA service on behalf of the CLEC, the calls will be branded.

- 3.3.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is certified.
- 3.3.3 **SBC-SWBT/SNET/SBC-AMERITECH** - CLEC will provide written specifications of its company name to be used by **SBC-SWBT/SNET/SBC-AMERITECH** to create CLEC specific branding messages for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).
- 3.3.4 **SBC-2STATE**- CLEC will provide recorded announcement(s) of its company name to be used to brand the CLEC's DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).
- 3.3.5 A CLEC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.
- 3.3.6 Multiple Brands:
 - 3.3.6.1 **SBC-7STATE** can support multiple brands on a single trunk group for a facilities-based CLEC if all End User customer records for all carriers utilizing the same trunk group are maintained in **SBC-7STATE**'s LIDB.
- 3.3.7 Branding Load Charges:
 - 3.3.7.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction with: i) the purchase of **SBC-SWBT** unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.

- 3.3.7.2 **SBC-2STATE**– An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.
- 3.3.7.3 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.
- 3.3.7.4 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4. CALL BRANDING AND RATE REFERENCE REQUIREMENTS

Where technically feasible and/or available, **SBC-13STATE** will provide CLEC DA Rate/Reference Information based upon the criteria outlined below:

- 4.1 Directory Assistance (“DA”) Rate/Reference Information
- 4.1.1 CLEC will furnish DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 4.1.2 CLEC will inform **SBC-13STATE**, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.
- 4.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC’s DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC’s DA Services Rate or Reference Information.
- 4.1.4 When an **SBC-13STATE** Operator receives a rate request from a CLEC End User, **SBC-13STATE** will quote the applicable DA rates as provided by CLEC.

4.1.4.1 **SBC-2STATE**– In the interim, when an Operator receives a rate request from a CLEC End User, **SBC-2STATE** will transfer the CLEC End User to a customer care number specified by the CLEC in the OSQ. When **SBC-2STATE** has the capability to quote specific CLEC rates and reference information the parties agree that the transfer option will be eliminated.

5. RESPONSIBILITIES OF THE PARTIES

5.1 **SBC-13STATE** will be the sole provider of DA Services for CLEC’s local serving area(s) beginning on the service effective date.

5.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (“ANI”) to each **SBC-13STATE** operator assistance switch. Should CLEC seek to provide interexchange DA Service under this agreement, CLEC is responsible for ordering the necessary facilities through **SBC-13STATE** intrastate or interstate Access Service tariffs. Nothing in this agreement in any way changes the manner in which an interexchange carrier obtains access service for the purpose of originating or terminating interexchange traffic.

5.2.1 **SBC-2STATE** - Services that require ANI, such as branding and call completion, cannot be provided when CLEC utilizes a LISA trunking arrangement. LISA trunks for DA will be eliminated when **SBC-2STATE**’s 5ACD switches are eliminated. At such time, CLEC will be responsible for providing direct trunks to each **SBC-2STATE** Operator assistance switch.

5.3 Except where CLEC is purchasing **SBC-13STATE**’s Unbundled Local Switching (“ULS”) Port as defined in Appendix UNE, CLEC must separately purchase Traffic Operating Position System (“TOPS”) Access at a DS-1 level to connect its switch to **SBC-13STATE**’s TOPS switch for purposes of delivering Directory Assistance traffic.

5.3.1 **SBC-13STATE** will provide nondiscriminatory access to Directory Assistance Services via any of the following methods:

- (a) CLEC provides its own facilities and orders DA trunks and TOPS Access from **SBC-13STATE**;
- (b) CLEC is collocated in the Wire Center where **SBC-13STATE**’s TOPS switch is located and purchases Expanded Interconnection Service Channel Termination from **SBC-13STATE**’s tariff FCC 1, Section 18 in addition to the TOPS Access and DA trunks; or

(c) CLEC purchases facilities, DA trunks and TOPS Access from **SBC-13STATE**.

5.3.2 Rates for TOPS Access are displayed in Appendix Pricing. Rates, terms and conditions for **SBC-13STATE**'s facilities and DA trunks are available per **SBC-13STATE**'s tariff P.S.C.N. C.

5.3.3 TOPS trunking requirements are described in Appendix ITR.

5.4 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.

5.5 CLEC will furnish in writing to **SBC-13STATE**, a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken, all End User listing records and information required by **SBC-13STATE** to provide the DA Services.

5.6 CLEC will provide **SBC-13STATE** timely updates to the OS questionnaire [OSQ] fourteen (14) calendar days in advance when changes to become effective. CLEC will send the DA listing records to **SBC-13STATE** via electronic white page gateway as described in Appendix WP.

5.7. SBC-13STATE will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

5.8 CLEC agrees that **SBC-13STATE** may utilize CLEC's End User's listings contained in **SBC-13STATE** directory assistance database in providing existing and future **SBC-13STATE** directory assistance or DA related services.

5.8.1 CLEC further agrees that **SBC-13STATE** can release CLEC's directory assistance listings stored in **SBC-13STATE** directory assistance database to competing providers.

6. METHODS AND PRACTICES

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

7. PRICING

7.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing, which is attached hereto and made part of this Appendix and Appendix Pricing. The prices will apply from the service effective date through the term of this

Agreement as specified in Section 9.1 below. Beyond the specified term of this Appendix, **SBC-13STATE** may change the prices for the provision of DA Services upon one hundred-twenty (120) days notice to CLEC.

- 7.2 **SBC-13STATE** will render monthly billing statements to CLEC, and remittance in full will be due upon receipt.

8. LIABILITY

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

9. TERMS OF APPENDIX

- 9.1 This Appendix will continue in force for the length of this Agreement, but no less than 12 months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, whichever ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 9.2 If CLEC terminates this Agreement prior to the agreed-upon term of this Appendix, CLEC shall pay **SBC-13STATE**, within thirty (30) days of the issuance of a final bill by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by **SBC-13STATE** pursuant to this Appendix prior to its termination.
- 9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 10.1 The General Terms and Conditions of this Agreement shall apply to this Appendix and every Interconnection, Resale Service, Network Element, function, facility, product or service and rate provided hereunder.

APPENDIX DAL

TABLE OF CONTENTS

1. INTRODUCTION.....3

2. PREAMBLE.....3

3. SERVICE PROVIDED5

4. USE OF SUBSCRIBER LISTING INFORMATION5

5. ASSIGNMENT.....6

6. BREACH OF CONTRACT6

7. LIABILITY6

8. TERM OF CONTRACT7

9. COMPENSATION7

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS..... 7

APPENDIX DAL

MUTUAL LICENSE AND COMPENSATION AGREEMENT FOR LOCAL DIRECTORY ASSISTANCE LISTINGS SERVICES

1. INTRODUCTION

This Appendix contains the terms and conditions under which SBC-13STATE and CLEC agree to the mutual licensing of subscriber listing information AT&T Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC, as follows:

- 1.1 AT&T Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.4 As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 The prices at which SBC-13STATE agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. PREAMBLE

- 2.1 Where technically feasible and/or available, SBC-13STATE will provide Directory Assistance (listing information referred to as Directory Assistance Listing (DAL) in SBC-SWBT, Directory Assistance Listing Information Service (DALIS) in Pacific and Dialing Parity Directory Listings in SBC-AMERITECH (herein after collectively referred to as DAL):

- 2.2 **SBC-13STATE** and CLEC each own and maintain databases containing the subscriber listing information (name, address and published telephone number) of their respective telephone subscribers.
- 2.3 **SBC-13STATE** uses the subscriber listing information in its databases to provide directory assistance (“DA”) service to individuals who call **SBC-13STATE**'s DA to obtain such information.
- 2.4 Inasmuch as **SBC-13STATE** provides DA service under contract for other Local Exchange Carriers (“LECs”) and Competitive Local Exchange Carriers, (“CLECs”), **SBC-13STATE**'s databases also contain subscriber listing information for other LEC and CLEC End Users.
- 2.4.1 CLEC wishes to provide DA service to its End Users located in the CLEC's service area, and therefore, wishes to load its database with directory assistance listing information pertaining to **SBC-13STATE**'s subscribers residing in CLEC's service area(s).
- 2.5 Subject to any subsequent decision by the FCC or a court, **SBC-13STATE** will not enforce any restrictions on the use of **SBC-13STATE** directory assistance listing information by a CLEC, or by a directory assistance provider acting as an agent or independent contractor for a CLEC under this Agreement.
- 2.6 Section 2.1 above supersedes and overrides any contrary language in the Agreement restricting or limiting the use of **SBC-13STATE** directory assistance listing information, including any language that limits the use of **SBC-13STATE** directory assistance listing information to providing voice directory assistance to CLEC customers, or language that limits the ability of CLECs to assign, transfer, or sell subscriber listing information.
- 2.7 If the FCC DA Order is invalidated, revised, clarified, modified, or stayed by any action or decision of a competent regulatory, legislative, or judicial body, **SBC-13STATE** reserves its right to modify this Amendment, consistent with the action or decision of the relevant regulatory, legislative, or judicial body. In such event, the parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications. If negotiations fail, disputes between the parties concerning the interpretation of such regulatory, legislative, or judicial action or decision shall be resolved pursuant to the dispute resolution process provided for in the Agreement.
- 2.8 **SBC-13STATE** expressly reserves its rights to seek, and this Amendment does not preclude **SBC-13STATE** or any of its affiliated companies from seeking, review, clarification, reconsideration, or appeal of the FCC DA Order.

2.9 Now, therefore, in consideration of these premises, **SBC-13STATE** agree to license to CLEC certain subscriber listing information contained in each Party's database, under the following terms and conditions:

3. SERVICE PROVIDED

3.1 **SBC-13STATE** shall license to CLEC the subscriber listing information of their End Users for the book codes listed in Appendix Pricing.

3.2 **SBC-13STATE** shall provide to CLEC published subscriber listing information contained in **SBC-13STATE**'s database pertaining to subscribers of all CLECs and other LECs that have granted **SBC-13STATE** written authorization to release such subscriber listing information to CLEC.

3.3 CLEC shall provide **SBC-13STATE** a minimum of thirty (60) days or mutually agreed upon time frame, notice prior to the date when the initial load of listing information is to occur.

4. USE OF SUBSCRIBER LISTING INFORMATION

4.1 CLEC may use the subscriber listing information licensed and provided pursuant to this Appendix for the sole purpose of providing local DA services to Licensee's End Users residing in Licensor's service area.

4.2 Upon termination of this Agreement, CLEC shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by **SBC-13STATE**, and shall promptly return such subscriber listing information to **SBC-13STATE**.

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

5. ASSIGNMENT

5.1 The subscriber listing information shall remain the property of SBC-13STATE. CLEC shall not sublicense, assign, sell or transfer the subscriber listing information licensed hereunder, nor shall CLEC authorize any other company or any person to use the subscriber listing information for any other purpose. CLEC shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by CLEC, its agents, employees or others.

6. BREACH OF CONTRACT

6.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate, upon fifteen (14) calendar days notice, until the other Party's breach is remedied. Further, should CLEC breach this agreement, it shall immediately cease use of SBC-13STATE's subscriber listing information.

7. LIABILITY

7.1 SBC-13STATE makes no express or implied warranties whatsoever regarding the correctness of the subscriber listing information provided to CLEC. SBC-13STATE will not be held liable for any errors or omissions in or arising out of CLEC's use of such information.

7.2 CLEC hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in the subscriber listing information provided under this Appendix, or by reason of delay in providing the subscriber listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

7.3 CLEC shall indemnify, protect, save harmless and defend SBC-13STATE (or SBC-13STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to SBC-13STATE supplying subscriber listing information, or any actual error or omission. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SBC-13STATE, and/or against SBC-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, SBC-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of CLEC, in which event CLEC shall reimburse SBC-13STATE for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. CLEC shall not enter into

any settlement of any such demand, claim or suit without the prior written consent of SBC-13STATE.

8. TERM OF CONTRACT

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

9. COMPENSATION

9.1 CLEC shall compensate SBC-13STATE for the licensing of subscriber listing information ("Directory Listings") as displayed in Appendix Pricing. Each addition, deletion, or change to the subscriber listing information constitutes an "update listing", which shall be priced at the same Directory Listings price.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

10.1 The General Terms and Conditions of this Agreement shall apply to this Appendix and every Interconnection, Resale Service, Network Element, function, facility, product or service and rate provided hereunder.

APPENDIX 911

TABLE OF CONTENTS

1. INTRODUCTION	3
2. DEFINITIONS.....	3
3. RESPONSIBILITIES (Network).....	6
4. CLEC RESPONSIBILITIES.....	7
5. RESPONSIBILITIES OF BOTH PARTIES.....	9
6. METHODS AND PRACTICES.....	9
7. CONTINGENCY.....	9
8. RESPONSIBILITIES – DATA BASE MANAGEMENT.....	10
9. BASIS OF COMPENSATION.....	12
10. LIABILITY	12
11. MUTUALITY	13
11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	13

APPENDIX 911

1. INTRODUCTION

This Appendix between SBC-13STATE and CLEC sets forth the terms and conditions upon which SBC-13STATE will provide CLEC's network connection to E911 Universal Emergency Number Service. This Appendix also addresses Data Management Services operated by Pacific Bell ("PACIFIC") on its own behalf, on behalf of SBC-13STATE and that of participating LECs and CLECs.

- 1.1 AT&T Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, SBC-13STATE means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 As used herein, SBC-AMERITECH means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.4 As used herein, SBC-PACIFIC means the applicable above listed ILEC doing business in California.
- 1.5 As used herein, SBC-NEVADA means the applicable above listed ILEC doing business in Nevada.
- 1.6 The prices at which SBC-13STATE agrees to provide CLEC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.7 For SBC-NEVADA, this Appendix addresses only Enhanced 911 services which are offered only in NEVADA's Reno Extended Dialing Area Number 1, as described in P.S.C.N. Tariff A5.1.2. In locations where E911 is not deployed by NEVADA and PACIFIC, CLEC shall arrange for Basic 911 services directly with appropriate 911 Customers.

2. DEFINITIONS

As used herein and for the purpose of this Appendix, the following terms shall have the meanings set forth below:

2.1 **911 Trunk**

A trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.

2.2 **Automatic Location Identification (“ALI”)**

The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.3 **Automatic Number Identification (“ANI”)**

A feature that automatically forwards the telephone number of the calling party to the E911 Router from which it is switched to the PSAP and is displayed at an attendant position console.

2.4 **Centralized Automatic Message Accounting (“CAMA”) Trunk**

A trunk capable of transmitting Automatic Number Identification (“ANI”) associated with E911 customer calls from a switch to the E911 Network.

2.5 **Company Identifier or Company ID**

A three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.

2.6 **Database Management System (“DBMS”)**

A system of manual procedures and computer programs used to create, store, and update the data required to provide Selective Routing and/or the ALI for E911 systems. (See Selective Router definition below.)

2.7 **E911 Customer**

A municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire services through the use of one telephone number, 911.

2.8 E911 Universal Emergency Number Service (also referred to as Expanded 911 Service or Enhanced 911 Service)

A telephone exchange communications service whereby a PSAP designated by the E911 customer may receive and answer telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

2.9 Emergency Services

Police, fire, ambulance, rescue, and medical services.

2.10 Emergency Service Number or ESN

A three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

2.11 National Emergency Number Association or “NENA”

The National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.12 Public Safety Answering Point (“PSAP”)

An answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.13 Selective Routing and Selective Router or “SR”

The routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. RESPONSIBILITIES (Network)

3.1 **SBC-13STATE** shall provide and maintain such equipment as the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **SBC-13STATE** is the 911 Service Provider. **SBC-13STATE** shall provide 911 Service to CLEC as described this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and **SBC-13STATE** is the 911 Service Provider.. This shall include some or all of the following:

3.2 Call Routing

3.2.1 **SBC-13STATE** will transport 911 calls from each CLEC point of interconnection (POI) to the SR office of the E911 system, where **SBC-13STATE** is the 911 Service Provider.

3.2.2 switching the E911 calls through the E911 SR to the designated primary PSAP or to designated alternate location, according to routing criteria specified by the PSAP.

3.2.3 transmission of ANI and ALI information associated with CLEC's End Users accessing E911 service to the PSAP for display at an attendant position console. If no ANI is forwarded by CLEC, **SBC-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ANI record is found in the E911 DBMS, **SBC-13-STATE** will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking

3.4 **SBC-13STATE** shall provide and maintain sufficient dedicated E911 circuits from **SBC-13STATE**'s E911 SR to the PSAP of the E911 Customer, according to provisions of the E911 tariff and specifications of the E911 Customer.

3.4.1 **SBC-13STATE** will provide facilities to interconnect the CLEC, as specified in the local state tariff. Additionally, when diverse facilities are requested by CLEC, **SBC-13STATE** will provide such diversity where technically feasible, at standard local state tariff rates.

- 3.4.2 Upon written request by CLEC, **SBC-13STATE** shall provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 3.4.3 **SBC-13STATE** and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the **SBC-13STATE** SR(s).

4. CLEC RESPONSIBILITIES

4.1 Call Routing

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

4.2 Facilities and Trunking

- 4.2.1 CLEC shall provide interconnection with each **SBC-13STATE** 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.
- 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different PSAPs, and CLEC shall be responsible for providing facilities to route calls from its End Users to the proper E911 Router.
- 4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each **SBC-13STATE** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 4.2.4 In **SBC-AMERITECH** only, the CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

- 4.2.5 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the **SBC-13STATE** SR.
- 4.2.6 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the **SBC-13STATE** 911 SR.
- 4.2.7 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the “busy day/busy hour” criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 4.2.8 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from **SBC-13STATE**.
- 4.2.9 CLEC will cooperate with **SBC-13STATE** to promptly test all 911 trunks and facilities between CLEC’s network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 4.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC’s demarcation (for example, collocation). **SBC-13STATE** will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising **SBC-13STATE** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to CLEC if no defect is found in **SBC-13STATE**’s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Other

- 4.3.1 CLEC is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the CLEC provides local exchange service.

5. RESPONSIBILITIES OF BOTH PARTIES

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

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will adopt and comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of **SBC-13STATE**'s Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.
- 7.2 The Parties agree that the E911 service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **SBC-13STATE** and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to **SBC-13STATE** not later than forty-five (45) days prior to the passing of live traffic. **SBC-13STATE** shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.
- 7.3 CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located. CLEC shall provide documentation of all requisite approval(s) to **SBC-13STATE** prior to use of CLEC's E911 connection for actual emergency calls.
- 7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.
- 7.5 In **PACIFIC**, **NEVADA**, **SNET** and **SBC-AMERITECH**; the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.

7.6 The terms and conditions of this Appendix are subject to renegotiation in the event that the E911 customer orders changes to the E911 service that necessitate revision of this Appendix.

8. RESPONSIBILITIES – DATA BASE MANAGEMENT

Whereas, PACIFIC operates E911 Data Base Management Services, as described below on its own behalf, on behalf of NEVADA and that of participating LECs and CLECs. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

The Parties agree to the following:

8.1 E911 Data Management Services Description

E911 Data Management Services allows CLECs to provide the Public Safety Answering Points (“PSAPs”) with detailed information about the location of a 911 caller when the call to 911 originated from CLEC’s End User’s telephone number. CLEC can send the End User’s data, including name, address and telephone number for inclusion in PACIFIC’s E911 Database Management System (“DBMS”). The Automatic Location Identification (“ALI”) database is created and updated from telephone company records by the E911 DBMS. This feature is provided by a data storage and retrieval system that translates the telephone number of the calling party into the address of the calling party. The ALI feature permits display of the address of the calling party at the Public Safety Answering Point (“PSAP”).

8.2 Responsibilities of the Parties

8.2.1 CLEC agrees that at a reasonable time prior to establishment of E911 Service, CLEC shall download and maintain thereafter all information required to establish records necessary for furnishing connection to E911 Service and shall promptly notify PACIFIC via PACIFIC’s E911 DBMS Gateway of any changes to be made to such records. CLEC shall adopt and comply with operating methods applicable to downloading and maintaining CLEC’s End User records in PACIFIC’s DBMS, as set forth in materials distributed to CLEC by PACIFIC’s DBMS Coordinator at the time of E911 establishment.

8.2.2 **SBC-13STATE**'s ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

8.2.3 PACIFIC shall provide CLEC with a file containing the Master Street Address Guide (“MSAG”) for the CLEC’s respective exchanges or

communities. The MSAG will be provided on a routine basis but only for those areas where CLEC is authorized to do business as a local exchange service provider and **SBC-13STATE** is the 911 service provider.

8.2.4 PACIFIC will store the names, addresses, and associated telephone numbers from CLEC exchanges in the electronic data processing database for the E911 DBMS. CLEC is responsible for downloading and updating this information to the E911 DBMS Gateway. In addition, PACIFIC shall provide CLEC with a statistical report in a timely fashion of CLEC's base files downloaded by CLEC to PACIFIC's DBMS, so that CLEC may ensure the accuracy of the End User records.

8.3 Database

8.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to **SBC-13STATE** for inclusion in **SBC-13STATE**'s DBMS on a timely basis. **SBC-13STATE** and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.

8.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

8.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

8.3.4 CLEC is responsible for providing **SBC-13STATE** updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the **SBC-13STATE** 911 DBMS.

8.3.5 The CLEC shall reimburse **SBC-13STATE** for any additional database charges incurred by **SBC-13STATE** for errors in ALI data updates caused by CLEC or its third-party agent.

8.3.6 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

9. BASIS OF COMPENSATION

9.1 Rates for access to E911 Services are set forth in **SBC-13STATE**'s Appendix Pricing or applicable state Commission-approved tariff.

9.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

10. LIABILITY

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

telephone used by the party or parties accessing E911 Service hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

11. MUTUALITY

11.1 CLEC agrees that to the extent it becomes the exclusive provider of the type of services covered by this Appendix to any company, that should **SBC-13STATE** request such services, CLEC will provide such services to **SBC-13STATE** under terms and conditions comparable to the terms and conditions contained in this Appendix subject to any reasonable technical feasibility constraints.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 The General Terms and Conditions of this Agreement shall apply to this Appendix and every Interconnection, Resale Service, Network Element, function, facility, product or service and rate provided hereunder.

APPENDIX MERGER CONDITIONS

TABLE OF CONTENTS

1. MERGER CONDITIONS.....3

2. DEFINED TERMS; DATES OF REFERENCE3

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

4. PROMOTIONAL DISCOUNTS ON RESALE4

5. UNBUNDLED LOCAL SWITCHING WITH SHARED TRANSPORT5

6. CONFLICTING CONDITIONS6

7. SUSPENSION OF CONDITIONS6

APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

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

2. DEFINED TERMS; DATES OF REFERENCE

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

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

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

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

4. PROMOTIONAL DISCOUNTS ON RESALE

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

- Discount before November 8, 2002. Thus, notwithstanding anything to the contrary in this Appendix or Agreement, in the event that any other telecommunications carrier should adopt provisions in this Appendix or Agreement pursuant to Section 252(i) of the Act, or otherwise obtains this Appendix, CLEC shall not be entitled to this Resale Discount unless the CLEC: (1) had an approved and effective FCC Merger Conditions Appendix in each of its Agreements with SBC-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-AMERITECH will provide unbundled shared transport in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999). To the extent this Agreement currently contains specific rates, terms and conditions for that SBC-AMERITECH unbundled shared transport offering, such offering shall be available to CLEC. In the event this Agreement does not contain specific rates, terms and conditions for that offering, such offering shall not be available to CLEC until CLEC incorporates specific rates, terms and conditions for unbundled shared transport into this Agreement via Amendment which would become effective following the date it is approved or deemed approved by the appropriate SBC-AMERITECH state commission or effective as may otherwise be set forth in the Amendment. Unbundled shared transport is not offered under this Appendix.

6. CONFLICTING CONDITIONS

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

7. SUSPENSION OF CONDITIONS

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

APPENDIX FX

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. DEFINITIONS 3

3. UNDERTAKING OF THE PARTIES..... 4

**4. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND
PAYMENTS 5**

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS..... 5

APPENDIX FX

1. INTRODUCTION

- 1.1 This sets forth the terms and conditions under which AT&T Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC will compensate each other for the joint provision of intraLATA Foreign Exchange (FX) Services and/or FX-Like services.
- 1.2 AT&T Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2. DEFINITIONS

- 2.1 **“Customer”** – As used herein, the term “Customer” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Appendix.
- 2.2 **“Foreign Exchange (FX) Service”**
 - 2.2.1 FX Service permits a customer physically located in one exchange (serving or closed end exchange) to have a telephone number associated with another exchange (open end or foreign exchange). FX allows a customer to have a telephone number presence in a community other than the one where the customer equipment is physically located.
 - 2.2.2 FX Service is generally provided in one of two ways. The “line haul” foreign exchange, where the customer is connected by an ordinary access line to its serving wire center and is then connected by a dedicated facility to the foreign exchange wire center which generates the dial tone.

2.2.3 Under a “dedicated prefix” arrangement, the customer’s ordinary access line is assigned a prefix within its serving wire center which is dedicated to functioning as a prefix in a foreign exchange. The serving wire center routes the customer’s traffic over dedicated or switched facilities to a switch or switches in the foreign exchange whereby it is connected to telephone numbers in the foreign exchange.

2.2.4 In either case, the total of all facilities which are used to connect the FX customer to the telephone numbers in the foreign exchange, i.e., the access line and local switch within the serving exchange, the facilities connecting the serving exchange local switch to the foreign exchange switch, and the foreign exchange switching facilities are considered as the facilities required to provide the foreign exchange service.

2.2.5 Foreign exchange facility arrangements, other than those described above, are possible. However, where different arrangements are used, the same principles apply. That is, the total of all facilities used in the connection of the FX customer to the telephone number in the foreign exchange are considered as the facilities used to provide the foreign exchange service.

2.3 **“Open End or Foreign Exchange”** means the exchange from which the foreign service is rendered. That is, the exchange from which the foreign exchange service obtains switched access to other End Users.

2.4 **“Primary Party”** denotes the Party that bills the FX customer for the FX service when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.

2.5 **“Serving or Closed End Exchange”** denotes the exchange in which the FX customer is physically located.

2.6 **“Secondary Party”** denotes the Party that does not bill the FX customer, when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.

3. UNDERTAKING OF THE PARTIES

3.1 If mutually agreeable by the Parties, one Party may act as the Primary Party and bill the FX customer for the entire FX Service. In this case, the Primary Party will compensate the Secondary Party for the portion of the FX Service that the Secondary Party provides based on the Secondary Party’s applicable tariffed rates for the facilities that the Secondary Party

provides. If the Secondary Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, the Primary Party will reimburse the Secondary Party based on rates negotiated between the Parties.

- 3.2 Otherwise, each Party will separately bill the FX customer for the portion of the FX service facilities that it provides based on its applicable tariffed rates. If either Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, that Party will bill the FX customer based on its costs of providing its portion of the FX Service facilities.
- 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, and to classify and provide services as it chooses to its own customers, subject to applicable regulatory requirements.

4. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

- 4.1 In the event that only one Party bills the FX customer for the entire FX service, within thirty (30) calendar days after the end of each billing period, the Primary Party will remit the compensation amount due the Secondary Party. Where more than one compensation amount is due, they may be combined into a single payment.
- 4.2 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FX Service billing experienced by the Primary Party for the jointly provided FX Services.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 5.1 The General Terms and Conditions of this Agreement shall apply to this Appendix and every Interconnection, Resale Service, Network Element, function, facility, product or service and rate provided hereunder.

APPENDIX ITR

TABLE OF CONTENTS

1. INTRODUCTION.....3

2. DEFINITIONS3

3 ONE-WAY AND TWO-WAY TRUNK GROUPS4

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING_5

5. TRUNK GROUPS.....8

6. 800/(8YY) Traffic SBC-13STATE10

7 E91111

8. HIGH VOLUME CALL-IN NETWORK.....11

9 OPERATOR SERVICES13

10 TRUNK DESIGN BLOCKING CRITERIA15

11. FORECASTING/SERVICING RESPONSIBILITIES15

12 TRUNK SERVICING: SBC-13STATE16

13 TRUNK DATA EXCHANGE: SBC-13STATE.....19

14. NETWORK MANAGEMENT: SBC-13STATE20

15. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS20

**APPENDIX ITR
(TRUNKING REQUIREMENTS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable AT&T Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 AT&T Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 This Appendix provides descriptions of the trunking requirements between CLEC and **SBC-13STATE**. All references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for local, IntraLATA toll, InterLATA “meet point”, mass calling, E911, Operator Services and Directory Assistance traffic.
- 1.5 Local trunk groups may only be used to transport traffic between the parties End Users.
- 1.6 Transit traffic is originated by or terminated to the CLEC End User from or to other networks and not to **SBC-13STATE** End Users.
- 1.7 The purpose of this section is to cover both CLEC’s and SBC-13STATE’s responsibilities associated with ordering required and optional trunks for local, IntraLATA toll, InterLATA “meet point”, E911, Transit, Operator Services and Directory Assistance traffic. In SNET, such trunks are to be ordered from the Connecticut Access ServiceTariff.

2. DEFINITIONS

- 2.1 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 2.2 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.3 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.
- 2.4 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 2.5 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 2.6 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 2.7 **“Network Interconnection Methods”** (NIM) designates facilities established between the Parties Networks.
- 2.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 3.1 A one-way trunk group for ancillary services (e.g., OS/DA, 911) can be established between a CLEC Tandem or End Office switch and an SBC-13STATE Tandem. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. CLEC will have administrative control of one-way trunk groups from CLEC to SBC-13STATE (CLEC originating).
- 3.2 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a CLEC switch and an SBC-13STATE Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained. For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups SBC-13STATE will use the Trunk Group Service Request (TGSR), as described in section 12 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

- 3.3 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, in SBC-AMERITECH and SNET, certain technical and billing issues necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations upon written request of CLEC. In SNET and SBC-AMERITECH, the Parties agree to retain existing one-way trunking for local and IntraLATA toll traffic that is currently in place between the parties.
- 3.4 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The parties agree to the electronic exchange of data.
- 3.5 The Parties recognize that for SBC-8 State two-way trunks are required for Local/IntraLATA toll traffic via an Interconnection method as described in Appendix NIM.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 Tandem Interconnection Trunking - Single Tandem LATAs

Where SBC-PACIFIC, SBC-NEVADA or SBC-AMERITECH has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection trunk group for calls destined to or from all End Offices that subtend the tandem. This trunk group shall be two-way and will utilize Signaling System 7 (“SS7”) signaling.

4.2 Local and IntraLATA Interconnection Trunks in Each LATA: SNET

4.2.1 Tandem Trunking – Multiple Tandem LATAs

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

- 4.2.1.2 In accordance with Section 2.1 of the NIM, where CLEC establishes a POI at each of SNET's Access tandems, SNET will be responsible for the provisioning of end office facilities (between SNET's end offices and CLEC POIs) necessary to originate and terminate Local/IntraLATA toll traffic between the Parties end users within Connecticut. While CLEC will be responsible for the provisioning of tandem office facilities (between the CLEC switch and the CLEC POIs) for the origination and termination of Local/IntraLATA toll traffic between the Parties end users within Connecticut.
- 4.3 When Tandem trunks are deployed, CLEC shall route appropriate traffic (i.e., only traffic to End Offices that subtend that Tandem) to the respective SBC-13STATE Tandems on the trunk groups defined below. SBC-13STATE shall route appropriate traffic to CLEC switches on the trunk groups defined below.
- 4.3.1 When transit traffic through the SBC-13STATE Tandem between CLEC and another Local Exchange Carrier, CLEC or wireless carrier requires 24 or more trunks, CLEC shall establish a direct End Office trunk group between itself and the other Local Exchange Carrier, CLEC or wireless carrier. CLEC shall route Transit Traffic via SBC-13STATE Tandem switches, and not at or through any SBC-13STATE End Offices. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 10.0.
- 4.4 While the Parties agree that it is the responsibility of the CLEC to enter into arrangements with each third party carrier (LECs or other CLECs) to deliver or receive transit traffic, SBC-13STATE acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to CLEC and (ii) the date transit traffic volumes exchanged by CLEC and the third-party carrier exceed the volumes specified in Section 4.2.3, SBC-13STATE will provide CLEC with transit service. CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.
- 4.5 Direct End Office trunks terminate traffic from a CLEC switch to an SBC-13STATE End Office and are not switched at a Tandem location. The Parties shall establish a two-way direct End Office trunk group, except as provided for in 3 above, when End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. In the case of host-remote End Offices, trunking arrangements may be established at

the location of the host. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem.

- 4.6 All traffic received by **SBC-13STATE** on the direct End Office trunk group from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the **SBC-13STATE** End Office shall be mutually agreed upon by the Parties. Except as otherwise provided in this Agreement, this trunk group shall be two-way.

4.7 **Trunk Configuration**

4.7.1 Trunk Configuration – **SBC-SWBT**, **SBC-AMERITECH** and **SNET**

- 4.7.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

4.7.2 Trunk Configuration – **PACIFIC** and **NEVADA**

- 4.7.2.1 When Interconnecting at **PACIFIC/NEVADA**'s digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for LI trunk groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.
- 4.7.2.2 When Interconnecting at **PACIFIC**'s DMS Tandem(s), 64K CCC data and voice traffic may be combined on the same B8ZF ESF facilities and 2-way trunk group. 64 CCC data and voice traffic must be separate and not combined at **PACIFIC**'s 4E Tandems. A CLEC establishing new trunk groups to carry combined voice and data traffic from **PACIFIC**'s DMS Tandems may do so where facilities and equipment exist. Where

separate voice and data Interconnection trunking already exists CLEC may transition to combined voice and data trunking as a major project, subject to rules, timelines and guidelines set forth in the CLEC handbook, which is not incorporated herein refer to the appropriate ILEC's website. In all cases, CLEC will be required to disconnect existing voice-only trunk groups as existing 64K CCC trunk groups are augmented to carry both voice and data traffic. For both the combined and the segregated voice and data trunk groups, where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job which **PACIFIC** does for IXC's, CLEC's, or itself for 64K CCC trunks.

5. TRUNK GROUPS

5.1 The following trunk groups shall be used to exchange various types of traffic between CLEC and SBC-13STATE;

5.1.1 Direct End Office Trunking

5.1.1.1 The Parties shall establish direct End Office primary high usage local interconnection trunk groups for the exchange of IntraLATA Toll and Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 4.4 and 4.5.

5.1.2 Transit Traffic Trunk Group: SNET

5.1.2.1 CLEC will be responsible for establishing from CLEC's switch a one-way originating Transit Traffic Trunk Group to a minimum of one SNET Access tandem within the LATA. For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on one-way Transit Traffic Trunk Groups. SNET will use the Trunk Group Service Request (TGSR), as described in section 12 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

5.2 InterLATA (Meet Point) Trunk Group: SBC-13STATE

5.2.1 InterLATA and IntraLATA Presubscribed Interexchange Carrier traffic shall be transported between CLEC's switch and the SBC-13STATE Access Tandem(s) over a "meet point" trunk group separate from the local

and IntraLATA toll traffic. The InterLATA trunk group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and inter exchange carriers via an SBC-13STATE Access Tandem.

- 5.2.2 InterLATA trunk groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate "Meet Point" trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol.
- 5.2.3 CLEC shall establish an InterLATA trunk group to each SNET Access Tandem where CLEC has homed its NXX code(s). When **SBC-13STATE** has more than one Access Tandem in a local exchange area or LATA, CLEC shall establish an InterLATA trunk group to each **SBC-13STATE** Access Tandem where the CLEC has homed its NXX code(s). If the Access Tandems are in two different states, CLEC shall establish an InterLATA trunk group with one Access Tandem in each state.
- 5.2.4 To the extent applicable, CLEC will home its NPA-NXXs to the Access Tandem that serves the geographic area for the V&H coordinate assigned to the NXX.
- 5.2.5 FOR **PACIFIC** ONLY: CLEC will home new codes serving a particular community on the Tandem serving that community, as defined in SCHEDULE CAL.P.U.C. NO. 175—T, Section 6.7.3, Tandem Access Sectorization (TAS). CLEC is not required, however, to home codes by the sector designations. CLEC also agrees to locate at least one Local Routing Number (LRN) per home Tandem if CLEC ports any telephone numbers to its network from a community currently homing on that Tandem.
- 5.2.6 **SBC-13STATE**: For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code's geographic area.
- 5.2.7 **SBC-13STATE** will not block switched access customer traffic delivered to any **SBC-13STATE** Tandem for completion on CLEC's network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any SBC-13STATE Access Tandem that CLEC's

switch subtends in each LATA. In no event will SBC-13STATE be required to route such traffic through more than one Tandem for connection to/from switched access customers. SBC-13STATE shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer. also agrees to furnish CLEC, upon request, a list of those IXCs which also Interconnect with SBC-13STATE Access Tandem(s).

5.2.8 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information (“OLI”). For terminating FGD, SBC-13STATE will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (“TNS”) parameter, carrier identification codes (“CIC”) (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

6. 800/(8YY) TRAFFIC SBC-13STATE

- 6.1 If CLEC chooses **SBC-13STATE** to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the InterLATA meet point trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **SBC-13STATE** Tandem switch.
- 6.2 All originating Toll Free Service (800/8YY) calls for which CLEC requests that **SBC-13STATE** perform the Service Switching Point (“SSP”) function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 6.3 CLEC may handle its own 800/8YY database queries from its switch. If so, CLEC will determine the nature (local/intra-LATA/inter-LATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to **SBC-13STATE** over the local or intra-LATA trunk group. In such case, the CLEC is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, CLEC will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the meet point group to carriers not directly connected to its network but are

connected to **SBC-13STATE**'s Access Tandem. Calls will be routed to **SBC-13STATE** over the local/IntraLATA and inter-LATA trunk groups within the LATA in which the calls originate.

- 6.4 All post-query Toll Free Service (800/8YY) calls for which CLEC performs the SSP function, if delivered to **SBC-13STATE**, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.
7. E911
 - 7.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area or LATA in which CLEC offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling or SS7 signaling if available. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 7.2 CLEC shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the point of Interconnection (POI) to the **SBC-13STATE** 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.
 - 7.3 CLEC will cooperate with **SBC-13STATE** to promptly test all 9-1-1 trunks and facilities between CLEC network and the **SBC-13STATE** 9-1-1 Tandem to assure proper functioning of 9-1-1 service. CLEC will not turn-up live traffic until successful testing is completed by both Parties.
 - 7.3.1 In SNET, CLEC will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires CLEC to establish three dedicated separate trunk groups for each Connecticut NPA in which CLEC is doing business, from its switch to each of the Connecticut E911 tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 tandem. A second trunk group using SS7 will go to the Secondary E911 tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 tandem and serve as a backup. These trunk groups shall be set up as a one-way outgoing only by CLEC. CLEC will have administrative control for the purpose of issuing ASRs.
8. HIGH VOLUME CALL-IN NETWORK

- 8.1 A separate High Volume Call In-Local Interconnection (“HVCI-LI”) trunk group shall be required between CLEC’s end office(s) and 12-STATE LERG-designated High Volume Call-In tandem(s) for each of SBC-12STATE Mass Calling NPA-NXX(s) in a LATA or, alternately, between CLEC’s tandem and SBC-12STATE LERG-designated HVCI tandem(s). This HVCI-LI trunk group shall be designed and built as one-way (CLEC Central Office-to-SBC-12STATE tandem) only and shall use MF signaling. As the HVCI-LI trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection Trunk Groups. It is recommended that this group be sized as follows:

Number of Access Lines Served	Number of HVCI-LI Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 Maximum

- 8.2 All applicable compensation arrangements described elsewhere for Local Interconnection Trunks/Trunk Groups and terminating access shall apply to HVCI-LI Trunks/Trunk Groups and traffic.
- 8.3 Should CLEC assign a Mass Calling code and establish an HVCI-LI interface for traffic destined to its HVCI central office(s), CLEC must “home” its HVCI-serving office on a SBC-12STATE HVCI tandem, and a similar HVCI-LI trunking arrangement (1-way outgoing with MF signaling) will be provided from SBC-12STATE tandem to CLEC. In order to allow the parties time to order and install such HVCI-LI trunks, CLEC must provide SBC-12STATE notification of its intention to deploy Mass Calling code(s) at least ninety (90) days before such codes are opened in the LERG.
- 8.4 MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used. Where SBC-12STATE and CLEC both provide HVCI-LI trunking, both parties’ HVCI-LI trunks may ride the same DS-1.
- 8.5 Call Gapping/High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group SNET

- 8.5.1 Both Parties reserve the right to apply protective controls in accordance with Section 36 Network Maintenance and Management of the General Terms and Conditions. Such protective measures would generally be taken only as a result of occurrences such as failure or overload of the networks, natural disasters, mass calling or national security.
- 8.5.2 In Connecticut, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize “call gapping” as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume customers or in situations such as those described in 5.7.1 above. CLEC may use other functionally equivalent methods to control such high volume calls as determined mutually by the Parties.

9. OPERATOR SERVICES

9.1 If **SBC-13STATE** agrees through a separate appendix or contract to provide Inward Assistance Operator Services for CLEC, CLEC will initiate an ASR for a one-way trunk group from its designated operator services switch to the **SBC-13STATE** OPERATOR SERVICES Tandem utilizing MF signaling. Reciprocally, **SBC-13STATE** will initiate an ASR for a one-way MF signaling trunk groups from its OPERATOR SERVICES Tandem to the CLECs designated operator services switch.

9.2 If **SBC-13STATE** agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CLEC the following trunk groups are required:

9.2.1 Directory Assistance (DA):

9.2.1.1 CLEC may contract for DA services only. These DA services can be local and local toll only, or national DA only, or both. A segregated trunk group for these services will be required to the appropriate **SBC-13STATE** OPERATOR SERVICES Tandem in the LATA for the NPA the CLEC wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CLEC will have administrative control for the purpose of issuing ASR’s on this one-way trunk group.

9.2.2 Directory Assistance Call Completion (DACC):

9.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk

group to each **SBC-13STATE** OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

9.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI):

9.2.3.1 When **SBC-13STATE**'s operator is under contract to verify the busy status of the CLEC End Users, **SBC-13STATE** will utilize a segregated one-way with MF signaling trunk group from **SBC-13STATE**'s Operator Services Tandem to CLEC switch. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

9.2.4 Operator Assistance (0+, 0-):

9.2.4.1 This service requires a one-way trunk group from CLEC switch to **SBC-13STATE**'s OPERATOR SERVICES Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

9.2.5 Digit-Exchange Access Operator Services Signaling:

9.2.5.1 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the OPERATOR SERVICES switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

9.2.6 OS QUESTIONNAIRE

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

10. TRUNK DESIGN BLOCKING CRITERIA

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

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	2%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

11. FORECASTING/SERVICING RESPONSIBILITIES

11.1 CLEC agrees to provide an initial Trunk forecast for establishing the initial interconnection facilities and equipment. Subsequent forecasts will be provided on a semi-annual basis no later than January 1 and July 1, concurrent with the publication of SBC-13STATE General Trunk Forecast including yearly forecasted trunk quantities for all trunk groups described in this Appendix for a minimum of three years, and the use of Common Language Location Identifier (“CLLI-MSG”) which is described in Bellcore documents BR795-100-100 and BR795-400-100.

- 11.2 The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. 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:
- (a) yearly forecasted trunk quantities (which include measurements that reflect actual tandem Local Interconnection and Meet Point trunks, End Office Local Interconnection trunks, and tandem-subtending Local Interconnection end office equivalent trunk requirements) for a minimum of three (current and plus-1 and plus-2) years; and
 - (b) a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders for greater than four (4) DS-1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 11.3 If differences in semi-annual forecasts of the Parties vary by more than 48 additional DS-0 two-way trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 48 DS-0 trunks.
- 11.4 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

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

- 12.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. In **SBC-AMERITECH** and **SNET** where one-way trunks are used (as discussed in section 3.3), **SBC-AMERITECH** and **SNET** will issue ASRs for trunk groups for traffic that originates in **SBC-AMERITECH** and **SNET** and terminates to CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.
- 12.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface

developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

12.3 In A Blocking Situation:

12.3.1 In a blocking final situation, a TGSR will be issued by **SBC-13STATE** when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. The CLEC will note "Service Affecting" on the ASR.

12.4 Underutilization:

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

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

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

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

- 12.4.1.4 If **SBC-13STATE** does not receive an ASR, or if the CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **SBC-13STATE** will attempt to contact the CLEC to schedule a joint planning discussion. If the CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, **SBC-13STATE** will issue an ASR to resize the Interconnection trunks and facilities.
- 12.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:
- 12.5.1 Within twenty (20) business days after receipt of the TGSR, upon review of and in response to the TGSR received; or (20 business days for **PACIFIC/NEVADA**, 10 business days for **SBC-SWBT**, **SBC-AMERITECH**, and **SNET**).
- 12.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for **SBC-13STATE**'s Switched Access service.
- 12.6 Projects require the coordination and execution of multiple orders or related activities between and among **SBC-13STATE** and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.
- 12.6.1 Orders that comprise a project, i.e., greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.
- 12.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). **SBC-13STATE** will be responsible for engineering its network on its side of the POI.
- 12.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be based on each of the **SBC-13STATE**'s intrastate Switched Access intervals. If CLEC is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the CLEC will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If the CLEC requests a service due date change which exceeds the allowable service due date change period, the ASR

must be canceled by the CLEC. Should the CLEC fail to cancel such an ASR, **SBC-13STATE** shall treat that ASR as though it had been canceled.

12.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of CLEC.

12.10 **TRUNK SERVICING** – **SBC-SWBT** Exceptions:

12.10.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project, as stated in 4.7.2.2. Incoming orders will be screened by SWBT trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in Held Status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimally delay order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

12.11 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in section 4.0 using Design Blocking Objectives stated in section 10.

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

13.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

13.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. The Parties may agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process or such other process as the Parties may agree. Implementation shall be on such date as is agreed upon by the Parties. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance

Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional. If the Parties do not agree to implement such exchange of traffic data via the DIXC process or FTP computer to computer file transfer, they shall cooperate in the exchange of such traffic data by other means as they reasonably need to conduct their respective network traffic engineering and planning.

14. NETWORK MANAGEMENT: SBC-13STATE

14.1 Restrictive Controls

14.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and SBC-13STATE will immediately notify each other of any protective control action planned or executed.

14.2 Expansive Controls

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

14.3 Mass Calling

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

15. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

15.1 The General Terms and Conditions of this Agreement shall apply to this Appendix and every Interconnection, Resale Service, Network Element, function, facility, product or service and rate provided hereunder.

APPENDIX NIM

TABLE OF CONTENTS

1. INTRODUCTION.....1

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN.....2

3. METHODS OF INTERCONNECTION.....4

4. RESPONSIBILITIES OF THE PARTIES8

5. LEASING OF FACILITIES8

6. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS10

APPENDIX NETWORK INTERCONNECTION METHODS (“NIM”)

1. INTRODUCTION

- 1.1 Network Interconnection Architecture designates Network Interconnection Methods (“NIMs”) to be used by the Parties. These include: Fiber Meets; Virtual Collocation Interconnection; Physical Collocation Interconnection; leasing of NEVADA facilities; and other methods as mutually agreed to by the Parties.
- 1.2 AT&T Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **SBC-13 STATE** - As used herein, **SBC-13 STATE** means the above listed ILECs doing business in Missouri, Kansas, Arkansas, Oklahoma, Texas, California, Connecticut, Nevada, Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.4 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin
- 1.5 **SBC-SWBT** - As used herein, **SBC-SWBT** means the above listed ILEC doing business in Missouri, Kansas, Arkansas, Oklahoma, and Texas.
- 1.6 **PACIFIC** - As used herein, **PACIFIC** means the above listed ILEC doing business in California.
- 1.7 **NEVADA** - As used herein, **NEVADA** means the above listed ILEC doing business in Nevada.
- 1.8 **SNET** - As used herein, **SNET** means the above listed ILEC doing business in Connecticut.
- 1.9 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the above listed ILECS doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.10 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as

mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection.

1.10.1 Trunking requirements associated with Interconnection are contained in Appendix ITR.

1.10.2 The terms and conditions associated with access to Unbundled Network Elements (UNEs) are not found in Appendix NIM, but are contained in Appendix UNE. **SNET** Unbundled Network Elements are offered via the Connecticut Access Tariff.

1.11 **SBC-13STATE** shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to the highest level for interconnection of equivalent functionality which **SBC-13STATE** provides itself, a subsidiary, an affiliate, or any other party to which **SBC-13STATE** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

1.12 The Parties shall effect an Interconnection that is efficient, fair and equitable with each party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

2.1 **SBC-13STATE**'s network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. Due to differing state regulatory calling scope requirements, **SBC-SWBT** requires Interconnection in each local exchange area, while **SNET**, **PACIFIC**, **NEVADA** and **SBC-AMERITECH** requires Interconnection in each LATA. CLEC and **SBC-13STATE** agree to Interconnect their networks through existing and/or new Interconnection facilities between CLEC switch (es) or Point of Presence (POP) and **SBC-13STATE** End Office(s) and/or Tandem switch (es). The network interconnection architecture plan will include the Points of Interconnection (POI), the location of CLEC's switch (es) or their POP, the facilities that will connect the two networks, and which Party will be financially responsible for the Interconnection facilities. Before any Access Service Requests are processed by **SBC-13STATE** in that local exchange area or LATA, the network interconnection architecture plan must be documented by **SBC-13STATE** and signed by appropriate representatives of both Parties.

2.2 **SBC-13STATE** network is partly comprised of End Office switches, Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that

serve a combination of local, IntraLATA and InterLATA traffic. **SBC-13 STATE**'s network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. Except as otherwise provided in Appendix: Reciprocal Compensation, **SBC-13STATE** requires Interconnection at all Tandems in a LATA. CLEC and **SBC-13STATE** agree to Interconnect their networks through existing and/or new Interconnection facilities between CLEC's switch(es) and the SNET End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and **SBC-13STATE** End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

- 2.3 **Points of Interconnection (POIs)**: A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. At least one POI must be established within the **SBC-13STATE** local exchange area or LATA where the CLEC will serve End Users. In many cases, multiple POI(s) will be necessary to balance the facility investment and provide the best technical implementation of Interconnection requirements within a local exchange area or LATA. Both parties shall negotiate the POI and the architecture in each location that will seek to mutually minimize and equalize investment.
- 2.4 The Parties agree to meet as often as necessary to negotiate the number and location of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs in local exchange areas or LATAs include existing facility capacity, location of existing POIs, relative costs, and future capacity needs. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The network interconnection architecture plan will be updated to reflect the addition of new POIs.
- 2.5 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for

the Interconnection trunk groups required for the exchange of traffic between CLEC and **SBC-13STATE**.

- 2.6 Either Party, must provide thirty (30) days written notice of any intent to change to the physical architecture plan, where such change may have an effect on the other Party's network or operations.
- 2.7 CLEC is solely responsible for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups as specified in Appendix ITR.
- 2.8 If CLEC has established Collocation in an **SBC-13STATE** End Office, the facility for the Direct End Office Trunks (DEOTS) to that End Office shall be the financial responsibility of CLEC.
- 2.9 Technical Interfaces
 - 2.9.1 The Interconnection facilities provided by each Party shall be formatted using either Alternative Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.
 - 2.9.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, **SBC-13STATE** will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.
 - 2.9.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

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

3.2 Virtual Collocation Interconnection

- 3.2.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a **SBC-13STATE** Tandem or End Office and wishes for **SBC-13STATE** to place transport terminating equipment at that location on the CLEC's behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation or applicable tariff. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.
- 3.2.2 In LATA 920, CLEC may Interconnect using the collocation provisions as set forth in the Connecticut Access Services Tariff, Section 14 – Expanded Interconnection.

3.3 Leased Facility Interconnection (“LFI”)

- 3.3.1 Where facilities exist, either Party may lease facilities from the other Party as defined in Section 5 of this Appendix.
- 3.3.2 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed.
- 3.3.3 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast.
- 3.3.4 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.4 Fiber Meets

- 3.4.1 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate such interconnection as a single point to point linear chain SONET transmission system for the purposes of terminating calls intended for a End User of the Parties, , and jointly provided Exchange Access. The Parties agree to establish technical interface specifications for Fiber-Meet arrangements that permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. Each Party is responsible for designing, provisioning, ownership, and maintenance of all equipment and facilities on its side of the POI. Each Party is free to select the manufacturer of its Fiber Optic Terminal (“FOT”). Neither Party will be allowed to access the Data Communications Channel (“DCC”) of the other Party's FOT. The technical specifications will be designed so that each

Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. The Parties will work cooperatively to achieve equipment compatibility. Requirements for such interconnection specifications will be defined in joint engineering planning sessions between the Parties.

- 3.4.2 **SBC-13STATE** shall, wholly at its own expense, procure, install, and maintain the agreed-upon FOT changed for language compatibility equipment in each **SBC-13STATE** Wire Center where the Parties establish a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR, Sections 1 and 2. CLEC shall, wholly at its own expense, procure, install and maintain the agreed upon FOT equipment in each CLEC Wire Center where the Parties establish a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR, Sections 1 and 2. Each Party shall provide its own source for the synchronized timing of its FOT equipment.
- 3.4.3 CLEC and **SBC-13STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below.
- 3.4.4 **SBC-13STATE** shall designate a manhole or other suitable entry way immediately outside the Wire Center or Tandem as a Fiber Meet entry point and shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole with sufficient spare length to reach the FOT in **SBC-13STATE** Wire Center. CLEC shall deliver and maintain such strands wholly at its own expense. **SBC-13STATE** shall take the fiber from the manhole and terminate it inside **SBC-13STATE**'s office at the cable vault. In this case the POI shall be at the **SBC-13STATE** designated manhole location.
- 3.4.5 CLEC shall designate a manhole or other suitable entry way immediately outside CLEC's Wire Center as a Fiber Meet entry point and shall make all necessary preparations to receive and to allow and enable **SBC-13STATE** to deliver fiber optic facilities into that manhole with sufficient spare length to reach the FOT equipment in CLEC's Wire Center. **SBC-13STATE** shall deliver and maintain such strands wholly at its own expense. CLEC shall take the fiber from the manhole and terminate it inside CLEC's office on the FDF at CLEC's expense. In this case the POI shall be at the CLEC designated manhole location.

- 3.4.6 CLEC's fiber cable (four fibers) and **SBC-13STATE**'s fiber cable (four fibers) will be connected at a mutually agreeable and technically feasible mid-point between CLEC and **SBC-13STATE** locations. This interconnection point will be at a mutually agreeable location, with the intent of a 50/50 share in the cost of the facilities. Each Parties' fiber cables will be terminated and then cross connected on a fiber termination panel. **CLEC and SBC-13STATE** will provide their own fiber termination panels and will be responsible for terminating and testing their own fibers. Each Party will supply fiber optic equipment at their respective end. The POI will be at the fiber termination panel at the mid-point meet.
- 3.4.7 Both CLEC and **SBC-13STATE** each provide two fibers between their locations to terminate at each Parties' FOT. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. **SBC-13STATE** will provide the fibers associated with the working side of the system. CLEC will provide the fibers associated with the protection side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the **SBC-13STATE** location.
- 3.4.8 Each Party shall provide its own source for the synchronized timing of its FOT equipment.
- 3.4.9 CLEC and **SBC-13STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below.
- 3.5 Local Over Access: **SBC-13STATE** will allow CLEC to use the same physical access facilities (*e.g.*, dedicated transport access facilities) to provision trunk groups to carry Local and intraLATA traffic and separate trunk groups to carry interLATA traffic, provided such arrangement is not for the purpose and does not have the effect of avoiding access facility charges associated with dedicated transport access facilities. In the above circumstances, access facility rates will apply to the interconnection facility regardless of the percentage of Local and intraLATA trunk groups provisioned on those facilities.

4. **RESPONSIBILITIES OF THE PARTIES**

- 4.1 For each Interconnection in an **SBC-13STATE** local exchange area or LATA where CLEC will serve End Users. CLEC shall provide written notice to **SBC-13STATE** of the need to establish Interconnection. Such request will include (i) CLEC's Switch address, type of Switch and CLLI code; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.
- 4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed in Section 2.1. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 4.3 Either party may add or remove additional switches. The parties shall be entitled to provide written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.
- 4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.
- 4.5 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR.

5. **LEASING OF FACILITIES**

- 5.1 Should **SBC-12STATE** wish to voluntarily provide CLEC with Leased ILEC Facilities for the purpose of interconnection, the Parties agree that this voluntary offering is not required under FTA 96 nor under FCC UNE Remand Order 99-238, November 5, 1999, and is made with all rights reserved. The Parties further agree that any such voluntary offering is not subject to TELRIC cost methodologies, and instead will be market priced on an individual case basis. Should **SBC-12STATE** voluntarily offer Leased Facilities under this section, it (1) will advise the CLEC in writing in advance of the applicable charges for Leased Facilities, and (2) will process the request only if CLEC accepts such charges. Notwithstanding the foregoing, CLEC reserves and does not waive the right to object to SBC's classification of a leased facility as voluntarily provided.
- 5.2 The purpose of this section is to cover both CLEC's and **SBC-SWBT**, **PACIFIC** and **NEVADA** leasing of facilities from each other for the purposes of Interconnection. In **SBC-AMERITECH** and **SNET**, such leased facilities are priced only from the applicable Access Tariff.

- 5.3 CLEC may lease facilities from SNET's Connecticut Access Service Tariff.
- 5.4 The Parties leasing of facilities from each other for purposes of this Appendix will be subject to mutual agreement of the Parties.
- 5.5 Leasing of facilities from either Party for the above purposes and any future augmentations are subject to facility availability at the time of the written request.
- 5.6 CLEC will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and muxing required and provide quantities requested. Requests for leasing of **SBC-13STATE** facilities for the purposes of interconnection and any future augmentations are subject to facility availability at the time of the request.
- 5.7 Any request by the CLEC for leased facilities where facilities, equipment, or riser cable do not exist will be considered, and **SBC-13STATE** may agree to provide under a Leased Facilities Bona Fide Request ("BFR") Process as defined below:
 - 5.7.1 A Leased Facilities BFR will be submitted by CLEC in writing and will include a description of the facilities needed including the quantity, size (DS-3 or DS-1), A- and Z-end of the facilities, equipment and muxing requirements, and date needed.
 - 5.7.2 The CLEC may cancel a Leased Facilities BFR at any time, but will pay **SBC-13STATE** any reasonable and demonstrable costs of processing and/or implementing the Leased Facilities BFR up to the date of cancellation.
 - 5.7.3 Within ten (10) business days of its receipt, **SBC-13STATE** will acknowledge receipt of the Leased Facilities BFR.
 - 5.7.4 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a Leased Facilities BFR, **SBC-13STATE** will provide to CLEC a written response to the request. The response will confirm whether **SBC-13STATE** will offer the leased facilities or not. If **SBC-13STATE** determines it will offer the leased facilities, **SBC-13STATE** will provide the CLEC a Leased Facilities BFR quote which will include the applicable recurring and nonrecurring rates and installation intervals.
 - 5.7.5 Within sixty-five (65) calendar days of its receipt of the Leased Facilities BFR quote, CLEC must confirm its order. If not confirmed within sixty-five (65) calendar days, **SBC-13STATE** reserves the right to modify or withdraw its Leased Facilities BFR quote.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 The General Terms and Conditions of this Agreement shall apply to this Appendix and every Interconnection, Resale Service, Network Element, function, facility, product or service and rate provided hereunder.

APPENDIX NUMBER PORTABILITY

TABLE OF CONTENTS

1. **INTRODUCTION**.....3

2. **INTERIM NUMBER PORTABILITY (“INP”)**4

3. **PERMANENT NUMBER PORTABILITY (“PNP”)**.....8

4. **INP TO PNP TRANSITION**.....13

5. **MASS CALLING CODES**14

6. **PROVISION OF INP AND PNP BY CLEC TO NEVADA**.....16

7. **PROVISION OF PNP BY CLEC TO PACIFIC /NEVADA/SBC-AMERITECH**.....16

8. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**.....16

APPENDIX NUMBER PORTABILITY

1. INTRODUCTION

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

1.13 The prices at which SBC-13STATE agrees to provide CLEC with Numbering Portability are contained in the applicable FCC tariff.

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

2.1 Due to all NEVADA, PACIFIC, SBC-AMERITECH and SNET switches being LNP capable, this Section does not apply.

2.2 General Terms and Conditions

2.2.1 SBC-SWBT and CLEC will provide Interim Number Portability (INP) in accordance with requirements of the Act. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of CLEC or SBC-SWBT. As described herein, INP is a service arrangement whereby an End User, who switches subscription of exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the End User remains in the same serving wire center.

2.3 Service Provided

2.3.1 SBC-SWBT shall provide INP to CLEC only, as described herein.

2.3.2 SBC-SWBT shall provide INP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. SBC-SWBT does not offer INP services and facilities for NXX codes 555, 976, 950.

2.3.3 SBC-SWBT shall not provide INP services for End User accounts where the End User's payments are thirty (30) days or more in arrears, or where contract termination liabilities would be assessed by SBC-SWBT to the End User, unless full payment is made, or an agreement is reached where CLEC agrees to make full payment on the End User's behalf, including any termination amounts due.

2.3.4 When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, SBC-SWBT shall make INP service available only from, or to host central offices.

2.4 Obligations of SBC-SWBT

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

2.5 Obligations of CLECs

2.5.1 CLEC shall coordinate the provision of service with SBC-SWBT to assure that CLEC's switch is capable of accepting INP ported traffic.

2.5.2 CLEC is solely responsible to provide equipment and facilities that are compatible with SBC-SWBT's service parameters, interfaces, equipment and facilities. CLEC shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of SBC-SWBT or any of its End Users. In the event that SBC-SWBT determines in its sole judgment that CLEC will likely impair or is impairing, or interfering with any equipment, facility or service of SBC-SWBT or any of its End Users, SBC-SWBT may either refuse to provide INP service or terminate it in accordance with other provisions of this Agreement or SBC-SWBT's tariffs, where applicable.

2.5.3 CLEC shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which CLEC is not presently providing exchange service or terminating to an End User.

2.5.4 Where CLEC chooses to disconnect or terminate any INP service, CLEC shall designate which standard SBC-SWBT intercept announcement SBC-SWBT shall provide for disconnected number.

2.5.5 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User and a period for intercept and referral equivalent to that which is provided by SBC-SWBT to its own End User subscribers has elapsed, the ported telephone number will be released back to SBC-SWBT.

2.5.5.1 Formerly ported telephone numbers which revert to SBC-SWBT as described above shall be reassigned or provided with a standard SBC-SWBT intercept announcement in accordance with SBC-SWBT's standard operating procedures then in effect.

2.5.6 CLEC shall designate to SBC-SWBT at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to CLEC assigned telephone numbers:

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

2.5.6.2 For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.

2.6 Limitations of Service

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

2.6.2 End-to-end transmission characteristics cannot be specified by **SBC-SWBT** for calls over INP facilities because end-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service.

2.7 Service Descriptions

2.7.1 INP-Remote

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

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

2.7.1.3 The CLEC-assigned forwarded-to number shall be treated as two (2) separate calls with respect to interconnection compensation, End User toll billing and intercompany settlement and access billing, i.e., an incoming call to the **SBC-SWBT** ported number shall be handled like any other **SBC-SWBT** call being terminated to that end office and the ported call to CLEC assigned telephone number in CLEC switch shall be handled as any local calls between **SBC-SWBT** and CLEC.

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

2.7.2 INP-Direct

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

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

2.7.2.2.1 Where the location of CLEC's switching equipment to which **SBC-SWBT** is providing voice grade or DS1 INP-Direct service reside outside the exchange or central office serving area from which the INP-Direct service is purchased, CLEC shall pay applicable interoffice mileage charges as specified in the applicable state Special Access Tariff.

2.7.2.3 INP-Direct service must be established with a minimum configuration of two (2) voice grade channels and one (1) unassigned telephone number per **SBC-SWBT** switch. Transport facilities arranged for INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-Direct service.

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

2.8 Intercompany Terminating Compensation

2.8.1 With regard intercompany terminating compensation and switched access revenues associated with interim number portability, the Porting Party shall pay the Ported-to-Party \$1.75 per month for each business line and \$1.25 per month for each residence line associated with the INP arrangement. Determination of the number of lines to which the above payment shall apply will be made at the time the INP arrangement is established. Such payment shall continue until the INP arrangement is disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and intercompany terminating reciprocal compensation that would have been received by each Party if PNP had been in effect.

2.9 Pricing

- 2.9.1 The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be appealed. As such, the Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to “true-up” INP-related accruals to reflect the final terms of any such order.
- 2.9.2 Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views.

3. PERMANENT NUMBER PORTABILITY (“PNP”)

3.1 General

- 3.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.
- 3.1.2 Other than as specifically set out elsewhere in this agreement, SNET does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

3.2 Terms and Conditions Under Which SBC-12STATE Shall Provide PNP

3.2.1 Service Provided

- 3.2.1.1 SBC-12STATE will provide CLEC the use of NEVADA’s PNP database via the Service Provider Number Portability (“SPNP”) Database Query. CLEC’s STP, Tandem, and/or End Office’s LRN software will determine the need for accessing SBC-12STATE’s PNP database, and triggers the query. SBC-12STATE’s PNP database will determine if the number has, or has not, been ported and will provide LRN if a number is ported.
- 3.2.2 SBC-12STATE will provide CLEC the use of the SBC-12STATE PNP database, PNP software and SS7 network via the SPNP Query. Unless otherwise required by law, neither SBC-12STATE nor CLEC shall port a number(s) for an existing End User account where the End User’s payments are thirty (30) days or more in arrears, or where contract

termination liabilities would be assessed by SBC-12State or CLEC to the End User, unless full payment is made by the End User, or an agreement is reached where CLEC or SBC-12State agrees to make full payment on the End User's behalf, including any termination amounts due. However, in Texas, SWBT must port suspended number pursuant to Texas TPUC Order 20423.

3.2.3 The Parties shall:

3.2.3.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

3.2.3.2 provide PNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.

3.2.3.3 SBC-12STATE does not offer PNP services and facilities for NXX codes 555, and 950.

3.2.4 Obligations Of SBC-12STATE

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

3.2.6 SBC-SWBT has deployed LRN in the following MSAs per the timelines set forth by the FCC:

MSA

Houston

Dallas, St. Louis

Ft. Worth, Kansas City

Oklahoma City, Austin,
San Antonio, West Memphis,

Tulsa, El Paso, Wichita,
Little Rock

3.2.6.1 SBC-SWBT will deploy LRN in other MSAs within six (6) months after receipt of a Bona Fide Request (see Attachment 1) from CLEC.

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

3.2.8 Obligations of CLEC

- 3.2.8.1 When purchasing the SPNP Database Query, CLEC will access SBC-12STATE's facilities via an SS7 link SBC-AMERITECH - Section 8 of FCC No. 2 Access Service Tariff/NEVADA - Section 6 of FCC No. 1 Access Services tariff/PACIFIC - Section 6 of FCC No. 128 Access Service tariff/ SBC-SWBT-Section 23 and 32 of FCC No. 73 Access Service Tariff) to the SBC-12STATE STP
- 3.2.8.2 When purchasing the SPNP Query - Prearranged, CLEC will advise PACIFIC/NEVADA/SBC-SWBT of the entry point(s) of queries to PACIFIC/NEVADA/SBC-SWBT's network and provide a query forecast for each entry point.
- 3.2.8.3 CLEC is responsible for advising the Number Portability Administration Center ("NPAC") of telephone numbers that they import, and the associated data as identified in industry forums as being required for PNP.
- 3.2.8.4 After the initial deployment of PNP in an MSA, CLEC shall submit a Bona Fide Request (see ATTACHMENT 1) to request that a SBC-SWBT switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.
- 3.2.8.5 When CLEC requests that an NXX in an LRN-capable SBC-12STATE switch become portable, CLEC shall follow the industry standard LERG procedures.
- 3.2.8.6 In SBC-13STATE, CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
- 3.2.8.7 CLEC shall adhere to SBC-12STATE's Local Service Request ("LSR") format and PNP due date intervals.
- 3.2.8.8 CLEC shall adhere to SBC-12STATE's reserved number terms and conditions.

3.2.9 Obligations of Both Parties

- 3.2.9.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the

carrier owning the switch in which the telephone number's NXX is native.

- 3.2.9.2 Each Party has the right to block a default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 3.2.9.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 3.2.9.4 Intracompany testing shall be performed prior to scheduling of intercompany testing.
- 3.2.9.5 Each Party shall designate a single point of contact ("SPOC") to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Pacific West Region for porting.
- 3.2.9.6 Each Party shall abide by NANC and Pacific West Region provisioning and implementation processes.
- 3.2.9.7 The Parties agree to implement PNP in compliance with the FCC or Commission orders, and pursuant to PUBL-780050-PB/NB, Pacific Bell/Nevada Bell Number Portability Network Interface Specification.
- 3.2.9.8 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

3.2.10 Limitations Of Service

- 3.2.10.1 Telephone numbers can be ported only within **PACIFIC/NEVADA/SBC-SWBT** toll rate centers / **SBC-AMERITECH** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.
- 3.2.10.2 Telephone numbers in the following **SBC-12STATE** NXXs shall not be ported:
 - (a) wireless NXXs, except as required by Accessible Letter CLECN01-013 to allow the porting of DID numbers assigned to wireless providers effective January 2001.

- (b) **SBC-12STATE** Official Communications Services (OCS) NXXs.

3.2.10.3 Telephone numbers with NXXs dedicated to High Volume Call In (“HVCI”) networks are not portable via LRN. HVCI numbers will be ported as described in Section 5 of this Appendix.

3.2.11 Service Descriptions

3.2.11.1 The switch’s LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.

3.2.11.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (“Called Party Number”) field of the SS7 message and the called number then appears in the GAP (“Generic Address Parameter”) field.

3.2.11.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

3.2.11.4 The FCI (“Forward Call Identifier”) field’s entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

3.2.11.5 The N-1 carrier (N carrier is the responsible Party for terminating a call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

3.2.11.6 If CLEC chooses not to fulfill their N-1 carrier responsibility, **SBC-12STATE** will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.

3.2.11.7 CLEC shall be responsible for payment of charges to **SBC-12STATE** for any queries made on the N-1 carrier’s behalf when one or more telephone numbers have been ported in the called telephone number’s NXX.

3.2.11.8 The CLEC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

3.2.12 Pricing

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

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

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

4. **INP TO PNP TRANSITION**

- 4.1 PACIFIC/NEVADA/SBC-AMERITECH has deployed LRN in all of their switches.
- 4.2 SBC-SWBT has deployed LRN in the switches requested as result of the State Commission's poll of CLECs to name the switches in which they wanted LRN deployed.
- 4.3 CLECs shall issue LSRs to change their existing INP accounts to PNP within a 90 day window for all the selected switches in an MSA which starts immediately after the FCC mandates PNP Phase completes for that MSA..
- 4.4 New requests for INP will not be provided in a SBC-12STATE switch once LRN has been deployed in that switch.
- 4.5 The Parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in an NXX and/or fifty (50) lines in a MSA, they shall send advance notice to the owner of the switch(es) in which those TNs are homed, indicating the volume of orders involved in the INP to PNP transition.

5. **MASS CALLING CODES**

5.1 General

Mass calling codes, i.e., High Volume Call-In (“HVCI”) NXXs, are used in a network serving arrangement provided by SBC-12STATE in special

circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition:

- (a) low call completion; and
- (b) high call completion.

Given the potentially hazardous effect calling conditions of this nature could have on the network, SBC-12STATE will provide mass calling code portability using a non-LRN solution.

5.2 Service Provided

5.2.1 SBC-12STATE will offer the ability to port telephone numbers with a mass calling NXX code via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the SBC-12STATE mass calling NXX code will leave the originating end office over dedicated MF trunk groups to the SBC-12STATE mass calling tandem. The mass calling tandem will then route the calls over dedicated MF trunks to the SBC-12STATE HVCI serving office. The HVCI serving office will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

5.2.2 When a CLEC requests that a SBC-12STATE number with a mass calling NXX code be ported to their network, SBC-12STATE will build translations at the HVCI serving office to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the HVCI serving office to the CLEC central office.

5.3 Obligations of SBC-12STATE

5.3.1 SBC-12STATE will port its numbers with mass calling NXXs upon request by the CLEC. Non-LRN porting will be done via pseudo code or route index translation in the SBC-12STATE HVCI serving office rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.

5.3.2 NEVADA will not charge the CLEC for the use of its HVCI network by the CLEC's mass calling customer. In exchange, SBC-12STATE will not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported HVCI calls.

5.4 Obligations of CLEC

- 5.4.1 CLEC shall adhere to ~~SBC-12STATE~~'s Local Service Request (LSR) format and mass calling due date intervals.
- 5.4.2 The CLEC shall provide the facility and DID trunk group from the ~~SBC-12STATE~~ HVCI serving office to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.
- 5.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

5.5 CLEC Mass Calling Codes

- 5.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its HVCI serving office(s), the CLEC shall home its HVCI serving office(s) on a ~~SBC-12STATE~~ mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from ~~SBC-12STATE~~'s tandem to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide ~~SBC-12STATE~~ notification of its intention to deploy mass calling NXX code(s) at least 90 days before such codes are opened in the LERG. See Appendix ITR for more information regarding this mass local interconnection trunk group.
- 5.5.2 MF trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type shall be used. Where NEVADA and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

5.6 Limitations of Service

- 5.6.1 CLEC shall adhere to ~~SBC-12STATE~~'s reserved number terms and conditions. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original end user, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

6. PROVISION OF INP AND PNP BY CLEC TO NEVADA

- 6.1 CLEC shall provide INP and PNP to ~~SBC-SWBT~~ under no less favorable terms and conditions as when ~~SBC-SWBT~~ provides such services to CLEC.

7. PROVISION OF PNP BY CLEC TO PACIFIC/NEVADA/SBC-AMERITECH

7.1 CLEC shall provide PNP to PACIFIC/NEVADA/SBC-AMERITECH under no less favorable terms and conditions as when PACIFIC/NEVADA/SBC-AMERITECH provides such services to CLEC.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 The General Terms and Conditions of this Agreement shall apply to this Appendix and every Interconnection, Resale Service, Network Element, function, facility, product or service and rate provided hereunder.

EXHIBIT 1

[This Attachment is applicable to SBC-SWBT only.]
PERMANENT NUMBER PORTABILITY (PNP)
BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (CLECs) shall use to request that PNP be deployed

- in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country and
- additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. **SBC-SWBT** is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA's Phase end date has been reached:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from CLEC to its **SBC-SWBT** Account Manager which shall specify the following:

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, that are to become PNP capable.
- The date when PNP capability is requested with the FCC established time frames being the least amount of time.
- The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which CLEC interconnects.
- An initial response from the **SBC-SWBT** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

**PERMANENT NUMBER PORTABILITY (“PNP”)
BONA FIDE REQUEST (“BFR”) PROCESS**

The Permanent Number Portability (“PNP”) Bona Fide Request (“BFR”) is a process which Competitive Local Exchange Carriers (“CLECs”) shall use to request that PNP be deployed:

- (a) in a Metropolitan Statistical Area (“MSA”) beyond the 100 largest MSAs in the country; and
- (b) in additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC’s First Report And Order And Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. NEVADA is to provide PNP in that MSA in the requested switches within six (6) months of receipt of a BFR.

Per the FCC’s First Memorandum Opinion And Order On Reconsideration (March, 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA’s phase end date has been reached:

- (a) equipped DNCF switches within 30 days
- (b) hardware capable switches within 60 days
- (c) capable switches requiring hardware within 180 days
- (d) non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on page 3 through 5 of this Attachment from CLEC to its NEVADA Account Manager which shall specify the following:

- (a) the MSA in which requested switch(es) are located;
- (b) the switch(es), by CLLI code, that are to become PNP capable;
- (c) the date when PNP capability is requested with the FCC established time frames being the least amount of time; and
- (d) the projected quantity of queries that result from this new capability with a demand forecast per Tandem or End Office with which CLEC interconnects.

An initial response from NEVADA’s Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

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

Charter Fiberlink NV-CCVII, LLC

Signature

Signature

Title

Title

Date

Date

Local Number Portability (LNP) Bona Fide Request (BFR)

DATE: _____ (date of request)

TO: _____ (name of service provider)
_____ (address of service provider)
_____ (contact name/number)

FROM: _____ (requester/service provider name/ID)
_____ (requester switch(es)/CLLI)
_____ (authorized by name)
_____ (authorized by title)
_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
Requested code opening date⁴: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Local Number Portability (LNP) Bona Fide Request (BFR)

(Continued)

Notes: ¹ List each switch targeted for LNP by its specific CLLI code.

² Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.

³ Circle or highlight **Y** if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight **N** if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

⁴ As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

DATE: _____ (date of response)

TO: _____ (requester/CLEC name/ID)
_____ (contact name/address/number)
_____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
_____ (address of provider)
_____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____ (CLLI 1): _____

_____ (CLLI 2): _____

_____ (CLLI 3): _____

Authorized company representative signature/title: _____

APPENDIX NUMBERING

APPENDIX NUMBERING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin will coordinate with respect to NXX assignments.
- 1.2 As used herein, **SBC-13STATE** means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (“NANP”) number resources including, but not limited to, central office (“NXX”) codes pursuant to the Central Office Code Assignment Guidelines¹, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, CLEC shall obtain one NXX code per incumbent local exchange carrier rate center which is required to ensure compliance with the industry-approved Central Office Code NXX Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC’s Second Report and Order in CC Docket 96-116 released August 18, 1997 (Local Number Portability). This will enable CLEC and **SBC-13STATE** to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by

¹ Last published by the Industry Numbering Committee (“INC”) as INC 95-0407-008, Revision April 1997, formerly ICCF 93-0729-010.

the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned. Provided, nothing contained herein shall be deemed to prevent either party from providing Foreign Exchange services, pursuant to the FX Appendix.

- 2.3 Each Party agrees to make available via the LERG, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.
- 2.4 To the extent **SBC-13STATE** serves as Central Office Code Administrator for a given region, **SBC-13STATE** commits to treat CLEC requests for assignment of central office code(s) in a neutral and nondiscriminatory manner, consistent with regulatory requirements, and (“NXX”) Central Office Code Assignment Guidelines.
- 2.5 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.6 Each Party is responsible to input required data into the Routing Data Base Systems (“RDBS”) and into the Telcordia Rating Administrative Data Systems (“BRADS”) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (“LERG”), unless negotiated otherwise.
- 2.7 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the law, the Commission, the FCC, or a court.
- 2.8 NXX Migration
 - 2.8.1 Where either Party has activated an entire NXX for a single End User, or activated more than half of an NXX for a single End User with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such End User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the End User(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for

movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under “OTHER”.

2.9 Test Numbers

2.9.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

3.1 The General Terms and Conditions of this Agreement shall apply to this Appendix and every Interconnection, Resale Service, Network Element, function, facility, product or service and rate provided hereunder.

APPENDIX OS

TABLE OF CONTENTS

1. INTRODUCTION.....3

2. SERVICES.....4

3. DEFINITIONS.....4

4. CALL BRANDING AND RATE REFERENCE REQUIREMENTS7

5. OPERATOR SERVICES (“OS”) RATE/REFERENCE INFORMATION.....8

6. HANDLING OF EMERGENCY CALLS TO OPERATOR9

7. RESPONSIBILITIES OF THE PARTIES10

8. METHODS AND PRACTICES.....11

9. PRICING.....11

10. MONTHLY BILLING11

11. LIABILITY11

12. TERM OF APPENDIX12

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....12

APPENDIX OS

OPERATOR SERVICES

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by the applicable AT&T Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 AT&T Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

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

2. **SERVICES**

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following OS:

- 2.2 **Fully Automated Call Processing**

Allows the caller to complete a call utilizing equipment without the assistance of **SBC-13STATE** operator, hereafter called "Operator."

- 2.2.1 **SBC-10STATE** and **PACIFIC** - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.

- 2.2.2 **NEVADA** - This allows the caller the option of billing calling cards calls through a Mechanized Calling Card Service ("MCCS"). Automated functions can only be activated from a touch-tone telephone.

- 2.3 **Operator-Assisted Call Processing**

Allows the caller to complete a call by receiving assistance from an Operator.

3. **DEFINITIONS**

- 3.1 **Fully Automated Call Processing**

- Where technically feasible and/or available, **SBC-13STATE** can support the following fully automated call types for CLEC:

3.1.1 Fully Automated Calling Card Station-To-Station

SBC-13STATE -This service is provided when the caller dials zero (“0”), plus the desired telephone number and the telecommunications calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized telecommunications calling card for the purpose of this Appendix is one for which **SBC-13STATE** can perform billing validation.

Fully-Automated Calling Card Call Service may also include the following situations:

- (a) When an individual with a disability dials zero (“0”) and identifies himself or herself as disabled, he or she will provide the Operator the desired telephone number and the calling card number to which the call is to be billed.
- (b) When due to trouble on the network, or lack of service components (facilities to the MCCS network), the automated call processing cannot be completed without assistance from an Operator.
- (c) When an Operator reestablishes an interrupted call that meets any of the situations described in this call type.

3.2 Operator-Assisted Call Processing

Where technically feasible and/or available **SBC-13STATE** will support the following operator-assisted call types for CLEC:

3.2.1 Semi-Automated Station-To-Station

SBC-13STATE -A service provided when the caller dials zero (“0”) plus the telephone number desired and the call is completed with the assistance of an Operator.

3.2.2 Semi-Automated Person-To-Person

A service in which the caller dials zero (“0”) plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.2.3 Semi-Automated Calling Card Station-To-Station

A service provided when the caller dials zero (“0”) plus the desired telephone number and provides the Operator the calling card number to which the call is to be charged.

3.2.4 Semi-Automated Collect and Bill to Third Number Services

A service provided when the caller dials zero (“0”) and places a sent paid, collect, third number or calling card station-to-station call using an Operator's assistance. These calls may originate from a private, public or semi-public telephone.

3.2.5 Semi-Automated Person-To-Person (“Operator Handled”)

A service in which the caller dials zero (“0”) and specifies to the Operator the number desired and the person to be reached, or a particular PBX station, department or office to be reached through a PBX attendant. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.2.6 Line Status Verification

A service in which the caller request the Operator to determine if conversation is in progress on the requested line and advise caller.

3.2.7 Busy Line Interrupt

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

3.2.8 Operator Transfer Service

A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

3.2.9 Miscellaneous

Includes the following call types: General Assistance 800, 888 and connections to all other Toll Free services, CLEC Repair Bureau and

Business Office requests, credit requests, NPA-NXX location requests, and all other 0- No Attempt services.

4. CALL BRANDING AND RATE REFERENCE REQUIREMENTS

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

4.1.1 Where **SBC-13STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing OS on behalf of the CLEC, the calls will be branded.

4.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is certified.

4.3 **SBC-10STATE** - CLEC will provide written specifications of its company name to be used by **SBC-10STATE** to create CLEC specific branding messages for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ). The OSQ Questionnaire is found at <https://clec.sbc.com/> in the CLEC handbook and clicking onto the following after select a particular state.

Product & Services

Directory Assistance and Operator Services

Operator Services and Directory Assistance Forms –Switched Based Operator Services Questionnaire

SBC-10STATE may at times rearrange format of online Web site, but the form will remain available online at the CLEC Online Website

4.4 **SBC-2STATE** - CLEC will provide recorded announcement(s) of its company name to be used to brand the CLEC's OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.5 A CLEC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB-AS. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.6 Multiple Brands

- 4.6.1 **SBC-7STATE** can support multiple brands on a single trunk group for a facilities-based CLEC if all End User customer records for all carriers utilizing the same trunk group are maintained in **SBC-7STATE** LIDB.
- 4.6.2 **SNET** can support multiple brands for facilities-based CLEC's on multiple trunk groups.

4.7 Branding Load Charges

- 4.7.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction with: i) the purchase of **SBC-SWBT** unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.
- 4.7.2 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.
- 4.7.3 **SBC-2STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.
- 4.7.4 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

5. **OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION**

- 5.1 Where technically feasible and/or available, **SBC-13STATE** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:

- 5.1.1 CLEC will furnish OS Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 5.1.2 CLEC will inform **SBC-13STATE**, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.
- 5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Rate or Reference Information.
- 5.1.4 **SBC-13STATE** - When an Operator receives a rate request from a CLEC End User, **SBC-13STATE** will quote the applicable OS rates as provided by CLEC.
- 5.1.4.1 **SBC-AMERITECH** and **SBC2-STATE** – In the interim, when an Operator receives a rate request from a CLEC End User, **SBC-AMERITECH** and **SBC2-STATE** will transfer the CLEC End User to a customer care number specified by the CLEC in the OSQ. When **SBC-AMERITECH** and **SBC2-STATE** has the capability to quote-specific CLEC rates and reference information the parties agree that the transfer option will be eliminated.

6. HANDLING OF EMERGENCY CALLS TO OPERATOR

- 6.1 To the extent CLEC's NXX encompasses multiple emergency agencies, **SBC-13STATE** will agree to query the caller on his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide **SBC-13STATE** with the correct information to enable the transfer as required by the OSQ CLEC will also provide default emergency agency numbers to use when the customer is unable to provide his/her community. When the assistance of another Carrier's operator is required, **SBC-13STATE** will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify **SBC-13STATE** defend, and hold harmless **SBC-13STATE** from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

7. RESPONSIBILITIES OF THE PARTIES

- 7.1 SBC-13STATE will be the sole provider of Operator Services for CLEC’s local service area(s) beginning on the service effective date. **SBC-13STATE** will provide Operator Services only where technically feasible and/or available and in place and under conditions previously stated in this Appendix.
- 7.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (“ANI”) to each **SBC-13STATE** operator switch. Should CLEC seek to provide interexchange Operator Services under this agreement, CLEC is responsible for ordering the necessary facilities through **SBC-13STATE**’s interstate or intrastate Access Service tariffs. Nothing in this agreement in any way changes the manner in which an interexchange carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 7.2.1 **SBC-2STATE** - Services that require ANI, such as branding and call completion, can not be provided when CLEC utilizes a LISA trunking arrangement. LISA trunks for OS will be eliminated when **SBC-2STATE** 5ACD switches are eliminated. At such time, CLEC will be responsible for providing direct trunks to each **SBC-2STATE** Operator assistance switch.
- 7.3 Except where CLEC is purchasing Unbundled Local Switching (“ULS”) Port as defined in Appendix UNE, CLEC must separately purchase TOPS Access at a DS-1 level to connect its switch to NEVADA’s TOPS switch for purposes of delivering operator traffic.
- 7.3.1 NEVADA will provide nondiscriminatory access to Operator Services via any of the following methods:
- (a) CLEC provides its own facilities and orders OS trunks and TOPS Access from NEVADA;
 - (b) CLEC is collocated in the Wire Center where NEVADA’s TOPS switch is located and purchases Expanded Interconnection Service Channel Termination from NEVADA’s tariff FCC 1, Section 18 in addition to the TOPS Access and OS trunks; or
 - (c) CLEC purchases facilities, OS trunks and TOPS Access from NEVADA.
- 7.3.2 Rates for TOPS Access are displayed in Appendix PRICING. Rates, terms and conditions for NEVADA’s facilities and OS trunks are available per NEVADA’s tariff P.S.C.N.C.

7.3.3 TOPS trunking requirements are described in Appendix ITR.

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

7.5 CLEC will furnish to **SBC-13STATE** a completed Operator Services questionnaire, thirty (30) calendar days in advance of the date when the Operator Services are to be undertaken, unless otherwise agreed to by the Parties.

7.6 CLEC will provide **SBC-13STATE** updates to the OS questionnaire fourteen (14) calendar when changes are to become effective. CLEC will provide any necessary records and changes to records to **SBC-13STATE** in writing or in any other mutually agreeable format.

7.7 **SBC-13STATE** will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

8. METHODS AND PRACTICES

8.1 **SBC-13STATE** will provide the Operator Services to CLEC's End Users in accordance with **SBC-13STATE**'s OS methods and practices in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

9. PRICING

9.1 Pricing for Operator Services shall be based on the rates contained in Appendix Pricing, which is attached and made part of this Appendix. The rates will apply from the service effective date through the term of this agreement as specified in Section 12.1 below. At any time beyond the specified or the term of this Appendix, **SBC-13STATE** may change the prices for the provision of OS upon one hundred-twenty (120) days' notice to CLEC.

10. MONTHLY BILLING

10. **SBC-13STATE** will render monthly billing statements to CLEC, and remittance in full will be due upon receipt.

11. LIABILITY

11.1 In addition to the limitation of liability and indemnification provisions of the Agreement, CLEC also agrees to release, defend, indemnify, and hold harmless **NEVADA** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **NEVADA** employees and equipment associated with provision of the Operator Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the Operator Services.

12. **TERM OF APPENDIX**

12.1 This Appendix will continue in force for the length of the Interconnection Agreement, including any extension thereof, but no less than 12 months. Thereafter, either Party may terminate this agreement upon 90 days written notice to the other Party.

12.2 If CLEC terminates this agreement prior to the first twelve (12) months, CLEC shall pay, within thirty (30) days of the issuance of a final bill by **NEVADA**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by **NEVADA** pursuant to this Appendix prior to its termination.

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

13. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

13.1 The General Terms and Conditions of this Agreement shall apply to this Appendix and every Interconnection, Resale Service, Network Element, function, facility, product or service and rate provided hereunder.

APPENDIX OSS-RESALE & UNE

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. DEFINITIONS	4
3. GENERAL CONDITIONS	4
4. PRE-ORDERING	8
5. ORDERING/PROVISIONING	12
6. MAINTENANCE/REPAIR	17
7. BILLING	17
8. REMOTE ACCESS FACILITY	19
9. DATA CONNECTION SECURITY REQUIREMENTS	20
10. .. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES	26
11. MISCELLANEOUS CHARGES.....	27
12. SERVICE BUREAU PROVIDER.....	28
13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	28

APPENDIX OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) “functions” to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable AT&T Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC-Ameritech POR for Uniform and Enhanced OSS (“Uniform POR”) as approved by FCC on September 22, 2000.
- 1.2 AT&T Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 **SBC-8STATE** - As used herein, **SBC-8STATE** means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

- 1.9 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.10 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.11 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.12 **SBC-13STATE** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2. DEFINITIONS

- 2.1 “**LSC**” means (i) the Local Service Center (LSC) for **SWBT**, **PACIFIC**, and **NEVADA**; (ii) Local Exchange Carrier Center (LECC) for **SNET**; and (iii) Information Industry Service Center (IISC) for **SBC-AMERITECH**.
- 2.2 “**LOC**” means (i) the Local Operations Center (LOC) for **SWBT**, **PACIFIC**, **NEVADA**, and **SNET**; and (ii) the Customer Response Unit (CRU) for **SBC-AMERITECH**.

3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Both parties will work cooperatively to implement electronic order processing via **SBC-13STATE**'s OSS in **SBC-13STATE**'s current standard formats, and future formats as may be made available by **SBC-13STATE**. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and **SBC-13 STATE** shall not be required to accept and process orders manually) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.
- 3.2 **Proper Use of OSS interfaces:**
- 3.2.1 For **SBC-13STATE**, CLEC agrees to utilize **SBC-13STATE** electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through **SBC-13STATE**. In addition, CLEC agrees that such use will comply with **SBC-13STATE**'s

security policies and guidelines as noted in Section 9 of this appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies SBC-13STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of SBC-13STATE's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay SBC-13STATE for any and all damages caused by such unauthorized entry.

- 3.3 Within SBC-7STATE regions, CLEC's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider. Within SNET, and SBC-AMERITECH regions, CLEC's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of the applicable ILEC's or requesting CLEC's End User account where CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.
- 3.3.1 In SBC-13STATE regions, CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.3.2 This section applies to PACIFIC ONLY. For residence End Users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of PACIFIC, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become the End User's local service provider. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless PACIFIC against any claim made by a residence End User or governmental entity against PACIFIC or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this section.

- 3.3.3 Throughout **SBC-13STATE** region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering as it relates to Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. CLEC is also responsible for all actions of its employees using any of **SBC-13STATE**'s OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by **SBC-13STATE** caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **SBC-13STATE** to CLEC. In addition, CLEC agrees to indemnify and hold **SBC-13STATE** harmless against any claim made by an End User of CLEC or other third parties against **SBC-13STATE** caused by or related to CLEC's use of any **SBC-13STATE** OSS. Notwithstanding the foregoing, however, CLEC shall not have any financial responsibility for: (1) harm which results despite CLEC's using **SBC-13STATE**'s OSS systems in the manner instructed by **SBC-13STATE**; or (2) normal expenses resulting from incorrect order entry by CLEC.
- 3.5 In the event **SBC-13STATE** has good cause to believe that CLEC has used **SBC-13STATE** OSS in a way that conflicts with this Agreement or Applicable Law, **SBC-13STATE** shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to **SBC-13STATE**'s Notice of Misuse, which shall be provided to **SBC-13STATE** within twenty (20) days after receipt of the Notice of Misuse.
- 3.5.1 In the event CLEC agrees with **SBC-13STATE**'s allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.
- 3.5.2 In the event CLEC does not agree that CLEC's use of **SBC-13STATE** OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:
- 3.5.2.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by **SBC-13STATE** to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.

- 3.5.2.2 To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.
- 3.5.3 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SBC-13STATE shall have the right to conduct an audit of CLEC's use of the SBC-13STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the SBC-13STATE OSS that relate to SBC-13STATE's allegation of misuse as set forth in the Notice of Misuse. SBC-13STATE shall give ten (10) days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.5, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC-13STATE's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide SBC-13STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at SBC-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC-13STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC-13STATE, or any SBC-owned affiliate.
- 3.6 In areas where Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, SBC-13STATE and CLEC will use manual processes. Should SBC-13STATE develop electronic interfaces for these functions for itself, SBC-13STATE will make electronic access available to CLEC within the specific operating region.
- 3.7 The Information Services (I.S.) Call Center for the SBC-8STATE region, and the Resource Center for the SBC-AMERITECH region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.
- 3.8 Upon request of CLEC, SBC-13STATE and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.
- 3.9 The Parties will follow the final adopted guidelines of Change Management, as may be modified from time to time in accordance with the Change Management principles.

- 3.10 SBC-13STATE will and CLEC may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that SBC-13STATE may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and SBC-13STATE are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, SBC-13STATE has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."
- 3.11 Due to enhancements and on-going development of access to SBC-13STATE's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. SBC-13STATE shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.12 CLEC is responsible for obtaining operating system software and hardware to access SBC-13STATE OSS functions as specified in: "Requirements for Access to Southwestern Bell OSS Functions" and "Requirements for Access to Pacific Bell OSS Functions" and "SNET W-CIW in Installation Guide" and "Ameritech Electronic Service Order Guide", or any other documents or interface requirements subsequently generated by SBC-13STATE for any of its regions.

4. PRE-ORDERING

- 4.1 SBC-13STATE will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with SBC-13STATE region-specific ordering requirements.
- 4.2 **Pre-ordering functions for Resale Services include:**
- 4.2.1 For SBC-7STATE, features and services available at a valid service address (as applicable) or, for SNET, features will be available based on NPA-NXX;

- 4.2.2 Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for SBC-12STATE, pending service order activity is included. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.
 - 4.2.3 A telephone number or numbers (if the End User does not have one assigned) with the End User on-line;
 - 4.2.4 Service availability dates to the End User (where available), subject to Section 3.6 of this Appendix.
 - 4.2.5 Information regarding whether dispatch is required, subject to Section 3.6 of this Appendix.
 - 4.2.6 For SBC-12STATE, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll; and
 - 4.2.7 Service address verification.
- 4.3 **Pre-ordering functions for UNEs include:**
- 4.3.1 Features available at an End Office for a valid service address (as applicable);
 - 4.3.2 Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and, for SBC-12STATE only, pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in Section 3.2 of this Appendix.
 - 4.3.3 Telephone number assignment (if the End User does not have one assigned) with the End User on-line;
 - 4.3.4 For SBC-12STATE, Primary Interexchange Carrier options for intraLATA toll and interLATA toll;
 - 4.3.5 Service address verification; and

- 4.3.6 For SBC-12STATE, Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.
- 4.3.7 Pre-order information specific to DSL capable UNE loops as described in the DSL Appendix of this Agreement.

4.4 **Electronic Access to Pre-Order Functions:**

- 4.4.1 **SBC-SWBT Resale Services Pre-order System Availability:** SBC-SWBT will provide CLEC access to one or more of the following systems:

- 4.4.1.1 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which SBC-SWBT provides CLEC access to the functions of pre-ordering to order SBC-SWBT residential Resale services.

- 4.4.1.2 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which SBC-SWBT provides CLEC access to the functions of pre-ordering to order SBC-SWBT business Resale services.

- 4.4.2 **PACIFIC and NEVADA Resale Services Pre-Order System Availability:** PACIFIC will provide CLEC access to the following system:

- 4.4.2.1 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order PACIFIC Resale service.

- 4.4.2.2 StarWriter is available for the pre-ordering functions listed in section 4.2 when StarWriter is used to order PACIFIC single line, basic exchange, residential Resale services.

- 4.4.3 **SNET Resale Service Pre-Order System Availability:**

- 4.4.3.1 SNET will provide CLEC access to the following applications through its proprietary W-CIWin interface.

- 4.4.3.1.1 W-SNAP is an order entry application through which SNET provides CLEC access to pre-ordering functionality embedded in the ordering tool.

4.4.3.1.2 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications.

4.4.3.2 Electronic Forms (EF) is an automated workflow process for obtaining pre-order information for specific complex resale products.

4.4.4 **SNET Resale and UNE Services Pre-Order System Availability:**

4.4.4.1 **SNET** will provide CLEC access to its MSAP:

4.4.4.1.1 MSAP is an Electronic Data Interchange (EDI) based interface which provides access to pre-order functions.

4.4.5 **SBC-AMERITECH Resale and UNE Services Pre-Order System Availability:**

4.4.5.1 **SBC-AMERITECH** will provide CLEC access to the following system:

4.4.5.1.1 TCNet and EDI are available for the pre-ordering functions listed in section 4.2.

4.4.6 **Resale and UNE Pre-order System Availability:**

4.4.6.1 **SBC-7STATE** will provide CLEC access to the following systems (except as noted in section 4.4.6.3):

4.4.6.1.1 DataGate is a transaction-based data query system through which **SBC-7STATE** provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once CLEC has developed its own interface, allow CLEC to access the pre-order functions for Resale services and UNE. An industry standard EDI/CORBA Pre-ordering Gateway is also provided by **SBC-7STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, like DataGate, is application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs. Where DataGate follows industry guidelines, but is based on **SBC-7STATE**'s proprietary pre-ordering

functionality, EDI/CORBA is an industry-wide standard pre-ordering interface.

4.4.6.2 Verigate is a CLEC interface developed by SBC-7STATE that provides access to the pre-ordering functions for Resale Services and UNE. Verigate is accessible via Toolbar.

4.4.6.3 VERIGATE is a PACIFIC and NEVADA system which is available on an interim basis provides pre-order functions for Resale service and UNE, with the exception of viewing CPNI.

4.5 **Other Pre-order Function Availability:**

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Upon request, Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring that pre-ordering information considered relatively static. For SBC-SWBT, PACIFIC, and NEVADA, the following information is available via File Transfer Protocol (FTP): Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes. For SBC-AMERITECH, the following information is available via NDM, CD-ROM and TCNet: Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes.

5. **ORDERING/PROVISIONING**

5.1 SBC-13STATE provides access to ordering functions (as measured from the time SBC-13STATE receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNE via one or more electronic interfaces. As used herein, “accurate service requests” shall mean a valid and correct LSR request in which correct numeric and alphabetic entry by CLEC in correct fields as specified by published standards of SBC-13STATE LSOR. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes SBC-13STATE to provision in accordance with applicable SBC-13STATE ordering requirements. SBC-13STATE will provide CLEC access to one or more of the following systems or interfaces:

5.2 **Resale Service Order Request System Availability:**

5.2.1 In SBC-SWBT:

- 5.2.1.1 C-EASE is available for the ordering of residential Resale services.
 - 5.2.1.2 B-EASE is available for the ordering of business Resale services.
 - 5.2.1.3 SORD interface provides CLECs with the ability to create Resale orders as well as certain complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX). In addition, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.
- 5.2.2 In NEVADA only:
- 5.2.2.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.
 - 5.2.2.2 When available, SORD system will support the ordering of all Resale Services.
- 5.2.3 In PACIFIC only:
- 5.2.3.1 StarWriter supports the ordering of single line, basic exchange, and residential Resale services.
 - 5.2.3.2 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.
 - 5.2.3.3 SORD system supports the ordering of all Resale Services.
- 5.2.4 In SNET, Resale ordering is supported by W-CIWin (SNET's proprietary GUI interface).

5.2.4.1 W-SNAP is made available for the ordering of non-complex Resale products and services.

5.2.4.2 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services.

5.2.4.3 Electronic Forms (EF) is an automated workflow process for ordering of specific complex Resale products and services.

5.3 **Resale and UNE Service Order Request Ordering System Availability:**

5.3.1 SBC-13STATE makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of SBC-13STATE ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, CLEC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

5.3.2 For SBC-SWBT and PACIFIC regions, SORD interface provides CLECs with the ability to create UNE orders as well as certain complex UNE orders that cannot be initiated through EASE, EDI or LEX.

5.3.2.1 For SBC-SWBT region, SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.3.2.2 In PACIFIC region, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of

CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. With CLEC being the point of contact for their customer, the CLEC agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and SBC-13STATE will utilize industry ASR guidelines developed by OBF based upon SBC-13STATE ordering requirements. In SBC-13STATE, EXACT supports the ordering of Unbundled Dedicated Transport and local interconnection trunks.

5.3.4 For SBC-SWBT and PACIFIC, LEX is an End User interface that provides access to the ordering functions for Resale Services and UNE.

5.3.5 In SNET, MSAP (SNET's EDI-based industry standard app-to-app interface) is available for the ordering of both complex and non-complex Resale Services, as well as the ordering of UNEs.

5.4 **Provisioning for Resale Services and UNE in SBC-SWBT:** SBC-SWBT will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.4.1 Order Status will allow CLEC to check service order status. Order Status and Provisioning Order Status are both accessible via SBC-SWBT Toolbar. In addition, pending orders can be viewed in SORD.

5.4.2 For EDI ordering, SBC-SWBT will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. SBC-SWBT will provide CLEC with a FOC for each Resale service and UNE request.

5.4.3 As detailed in section 5.2.1 and 5.3.2, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

5.4.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;

5.4.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

- 5.4.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if CLEC fails to correct service order errors within the timeframes specified in this Section 5.4.3.
- 5.4.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a **SBC-SWBT** or **PACIFIC** issued FOC.
- 5.4.4 A file transmission may be provided to confirm order completions for C-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for CLEC.
- 5.5 Provisioning for Resale services and UNEs in **PACIFIC** and **NEVADA**: **PACIFIC** and **NEVADA** will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders is provided via the following electronic interfaces:
- 5.5.1 In **PACIFIC** and **NEVADA** regions, Pacific Bell Order Dispatch (PBOD) functions via DataGate allows CLEC to check status of basic exchange service orders that require field work. **PACIFIC** and **NEVADA** also offers Provisioning Order Status to check the status of service orders.
- 5.5.2 For EDI ordering, **PACIFIC** shall provide CLEC, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. **PACIFIC** will provide CLEC with a FOC for each Resale service and UNE request.
- 5.5.3 For terms and conditions for service order error correction within SORD, see section 5.4.3.
- 5.6 **Provisioning for Resale Services and UNEs in SBC-AMERITECH and SNET**: **SBC-SMERITECH** and **SNET** will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:
- 5.6.1 For EDI ordering, **SBC-AMERITECH** and **SNET** provide CLEC, and CLEC shall use, an EDI interface for transferring and receiving orders, FOC, Service Order Completion (SOC), and, as available, other provisioning data and information. **SBC-AMERITECH** and **SNET** will provide CLEC with a FOC for each Resale service and UNE request.

6. MAINTENANCE/REPAIR

- 6.1 Two real time electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:
- 6.1.1 In SBC-SWBT, Trouble Administration (TA) system access provides CLEC with SBC-SWBT software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC End-Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via SBC-SWBT Toolbar.
 - 6.1.2 In PACIFIC and NEVADA, Pacific Bell Service Manager (PBSM) allows CLECs to perform MLT, issue trouble tickets, view status, and view trouble history on-line.
 - 6.1.3 In SBC-AMERITECH, Electronic Bonding for Trouble Administration (EBTA-GUI) allows CLEC to issue trouble tickets, view status, and view trouble history on-line.
 - 6.1.4 In SNET the maintenance and repair functionality for Resale services and UNEs is available via the MSAP EDI interface. In addition, for Resale products and services, trouble history and trouble status functions are available via CCTOOLS.
 - 6.1.5 In SBC-12STATE, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and SBC-12STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and SBC-12STATE will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

- 7.1 SBC-7STATE will bill CLEC for Resold services and UNEs. SBC-7STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum SBC-7STATE will provide CLEC

billing information in a paper format or via magnetic tape, as agreed to between CLEC and SBC-7STATE.

- 7.1.1 For Resale Services in PACIFIC, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.
- 7.1.2 For Resale Services in SBC-AMERITECH, CLEC may elect to receive its bill on CD.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
 - 7.2.1 In SBC-SWBT, CLEC may receive Bill PlusTM, an electronic version of its bill, as described in, and in accordance with, SBC-SWBT's Local Exchange Tariff.
 - 7.2.2 In SBC-SWBT, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.
 - 7.2.3 In SBC-7STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
 - 7.2.4 In SBC-13STATE, CLEC may receive electronically a Usage Extract Feed, also known as the Daily Usage Feed (DUF). On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMR format.
 - 7.2.5 In SBC-7STATE, CLEC may receive Local Disconnect Report records (via CARE records) or, in SNET Loss Notification File (via CARE-like records), electronically, that indicate when CLEC's End Users change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.
 - 7.2.6 In SNET, CLEC may receive a Billing Detail File on cartridge or magnetic tape.
 - 7.2.7 In SBC-AMERITECH, CLEC may receive a mechanized bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.
- 7.3 Electronic access to billing information for UNE will also be available via the following interfaces:

- 7.3.1 SBC-8STATE makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill. SBC-AMERITECH also makes available to CLECs a local bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.
- 7.3.2 In SBC-SWBT, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.
- 7.3.3 In SBC-12STATE, CLECs will receive a Usage Extract Feed, or in SNET, a Daily Usage Feed (DUF), electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Record (EMR) format.
- 7.3.4 SBC-7STATE, CLEC may receive Local Disconnect Report records (via CARE records) electronically that indicate when CLEC's End Users, utilizing SBC-7STATE, ports, change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.

8. REMOTE ACCESS FACILITY

- 8.1 For the SBC-SWBT region, CLEC must access the following OSS interfaces via a CLEC Remote Access Facility (LRAF) located in Dallas, Texas: C-EASE; B-EASE; DataGate; EDI-Ordering; SORD; Electronic Bonding via EDI/SSL or CORBA; and via Toolbar, Trouble Administration, Order Status, Provisioning Order Status, Verigate, LEX, and Bill Information. Connection to the LRAF will be established via a "port" either through dial-up or direct connection as described in Section 8.3. CLEC may utilize a port to access these interfaces to perform the supported functions in any SBC-SWBT state where CLEC has executed an Appendix OSS.
- 8.2 In PACIFIC and NEVADA regions, CLEC must access the following OSS interfaces via a CLEC Remote Access Facility (PRAF) located in Fairfield, California: StarWriter; DataGate; EDI-Ordering; SORD; Electronic Bonding via EDI/SSL or CORBA; and via Toolbar Verigate, LEX, Order Status, PBSM, and Provisioning Order Status. Connection to the PRAF will be established via a "port" either through dial-up or direct connection as described in Section 8.3. CLEC may utilize a port to access these interfaces to perform the supported functions in PACIFIC or NEVADA where CLEC has executed an Appendix OSS and purchases System Access in that state.
- 8.3 For SBC-7STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections,"

CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF and/or PRAF. Switched Access “Dial-up Connections” require CLEC to provide its own modems and connection to the SBC-SWBT LRAF and the PACIFIC PRAF. CLEC shall pay the cost of the call if Switched Access is used.

- 8.4 For SBC-7STATE, CLEC shall use TCP/IP to access SBC-7STATE OSS via the LRAF and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user-id / password unique to each individual for accessing a SBC-SWBT OSS and PACIFIC OSS on CLEC’s behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.5 For SBC-7STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF access plans in detail and schedule testing of such connections.
- 8.6 For SBC-AMERITECH, CLEC may use four types of access: DSO(56KB), DS1 (1.5MB), dedicated and Frame Relay (DS0 and DS1). CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). CLEC must use a legal IP address for its end of the connection.
- 8.7 For SNET region, CLEC may use a private line connection. The CLEC shall provide and maintain own router and CSU/DSU.

9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 CLEC agrees that interconnection of CLEC data facilities with SBC-13STATE data facilities for access to OSS will be in compliance with SBC-13STATE’s Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section 8 govern direct and dial up connections between CLEC and the PRAF and LRAF for access to OSS Interfaces.

9.2 Joint Security Requirements

- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but

are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces, or an equivalent level of security information appropriate under the circumstances. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

- 9.2.3 Each Party shall have a Security Administrator who shall report to the other Party upon changes in permitted system access resulting from changes in employment of employees of that Party.
- 9.2.4 Both Parties shall use a commercially available industry standard virus detection software program, which shall be kept up to date and shall be used at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or **SBC-13STATE** network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the areas or offices housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 **Additional Responsibilities of Both Parties**

- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on **SBC-13STATE**'s premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

- 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and SBC-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.
- 9.4 **Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:**
- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be

referred to CLEC or SBC-13STATE, respectively, as the providers of the computer, network or information in question.

- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 General Policies

- 9.5.1 Each Party's resources are for approved business purposes only.
- 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 User Identification

- 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.
- 9.6.3 User ids will be revalidated on a monthly basis.

9.7 User Authentication

- 9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- 9.7.2 Passwords must not be stored in script files.
- 9.7.3 Passwords must be entered by the user in real time.
- 9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 Access and Session Control

- 9.8.1 SBC-13STATE destination restrictions will be enforced at all facilities used for access to OSS Interfaces including any remote access facilities. These connections must be approved by each Party's corporate security organization.
- 9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off. Each Party shall require system users to log off upon completion of each work session.

9.9 User Authorization

- 9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

9.10 Software And Data Integrity

- 9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation or other means offering equivalent security.
- 9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.
- 9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring And Audit

- 9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (SBC-13STATE or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

- 9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

- 10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.
- 10.2 Prior to live system usage, CLEC must complete user education classes for **SBC-13STATE**-provided interfaces that affect the **SBC-13STATE** network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

- 10.3 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 **SBC-13STATE** and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.
- 10.4 Class dates will be based upon **SBC-13STATE** availability and will be coordinated among CLEC, the CLEC's **SBC-13STATE** Account Manager, and **SBC-13STATE** Industry Markets CLEC Training Product Management.
- 10.5 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to **SBC-13STATE** completed registration forms for each student no later than one week prior to the scheduled training class.

- 10.6 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 SBC-13STATE system are strictly prohibited.
- 10.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of SBC-13STATE's OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

11. MISCELLANEOUS CHARGES

- 11.1 For SBC-SWBT region only, CLEC requesting the Bill Plus™, as described in 7.2.1, agrees to pay applicable tariffed rate, less Resale discount.
- 11.2 For SBC-7STATE, CLEC requesting the billing function for Usage Billable Records, as described in 7.2.4 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.
- 11.3 For SBC-7STATE, CLEC requesting the Local Disconnect Report, as described in 7.2.5 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.
- 11.4 For SBC-13STATE, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by SBC-13STATE on an Individual Case Basis (ICB) and priced as such.
- 11.5 SNET will charge for the Billing Detail File, Daily Usage Feed, and Loss Notification File at rates filed and approved by DPUC.

12. SERVICE BUREAU PROVIDER

12.1 Introduction

- 12.1.1 This Appendix sets forth the terms and conditions for Service Bureau Provider arrangements.

12.2 Definitions

- 12.2.1 For purposes of this Agreement, Service Bureau Provider is a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-13STATE's OSS application-to-application interfaces.

12.3 Service Bureau Provider Arrangements for Shared Access to OSS

- 12.3.1 SBC-13STATE shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:

12.3.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access SBC-13STATE OSS via a Service Bureau Provider as follows:

12.3.2.1 CLEC shall be permitted to access SBC-13STATE application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with SBC-13STATE to Allow Service Bureau Provider to establish access to and use of SBC-13-STATE's OSS.

12.3.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.

12.3.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. SBC-13STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, SBC-13STATE shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

12.3.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, SBC-13STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond SBC-13STATE's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to SBC-13STATE's OSS) which could not be avoided by SBC-13STATE through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 13.1 The General Terms and Conditions of this Agreement shall apply to this Appendix and every Interconnection, Resale Service, Network Element, function, facility, product or service and rate provided hereunder.

APPENDIX PERFORMANCE MEASUREMENTS

TABLE OF CONTENTS

1. INTRODUCTION..... 3

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 AT&T Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, Pacific Bell Telephone Company, The Ohio Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.3 As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.4 As used herein, the term “**Service Bureau Provider**” means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC’s OSS application-to-application interfaces.
- 1.5 The purpose of this Appendix is to implement performance measurements adopted by state commissions in California and Nevada, respectively, in pending proceedings, without the need for a contract amendment at the time those proceedings are concluded. Subject to the reservation of rights set forth in section 1.6 below, the performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, increase, diminish, modify or otherwise affect parties’ rights, obligations, or remedies under law, including orders of those Commissions. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **PACIFIC/NEVADA** is limited to providing any particular manner of access. The parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.6 Except as otherwise provided herein, the service performance measures ordered by the state Commission that approved this Agreement under Section 252(e) of the Act, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference and, except as otherwise ordered by the state Commission, shall supersede and supplant all performance measurements previously agreed to by the parties. In the event that the state commission that approved this Agreement subsequently orders

liquidated damages or other remedies with respect to performance measures in a proceeding binding on both parties, the parties agree to incorporate commission-ordered liquidated damages or other remedies into this Agreement once the decision approving such remedies becomes final and any appeals are exhausted (unless otherwise agreed by the parties). The parties expressly reserve all of their rights to challenge any liquidated damage/remedy award. PACIFIC/NEVADA specifically reserves, among other rights, its right to oppose any such order and associated contract provision because remedy/liquidated damage provisions must be voluntarily agreed to and PACIFIC/NEVADA does not at this time so agree. PACIFIC/NEVADA also reserves the right to argue that the performance measure remedies adopted in either or both states are the exclusive regulatory and judicial remedy of CLEC with respect to those matters. CLEC specifically reserves the right to argue that the performance measure remedies adopted in either or both states are not its exclusive remedy by reason of lack of commission intent of exclusivity, lack of commission jurisdiction, or otherwise.

- 1.7 In addition to the exclusions described in the performance measures and remedy plans ordered by the state commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, PACIFIC/NEVADA shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to SBC-owned ILEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.
- 1.8 Except as otherwise expressly ordered by the state commission that approved this Agreement or as otherwise expressly governed state regulation in the state that approved this Agreement or as provided in paragraph 1.6 hereof, these liquidated damages or other remedies shall be the sole and exclusive remedy of CLEC for PACIFIC's/NEVADA's failure to meet specified performance measures and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any proceeding brought by CLEC. In the event that a state commission or court of competent jurisdiction ultimately determines that these remedies are not the exclusive remedy of CLEC, the parties may negotiate additional measures and/or remedies.

APPENDIX RECIPROCAL COMPENSATION

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. CLASSIFICATION OF TRAFFIC.....	4
3. RESPONSIBILITIES OF THE PARTIES.....	6
4. OPTIONAL CALLING AREA TRAFFIC -- SBC-OK,KS,AR,TX.....	8
5. LOCAL CALL TERMINATION.....	8
6. NON-LOCAL CALL TERMINATION	10
7. OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX	10
8.RECIPROCAL COMPENSATION FOR TERMINATION OF INTRALATA INTEREXCHANGE TRAFFIC	11
9. INTRALATA 800 TRAFFIC.....	11
10. COMPENSATION FOR ORIGINATION AND TERMINATION OF SWITCHED ACCESS SERVICE TRAFFIC TO OR FROM AN IXC (MEET-POINT BILLING ("MPB") ARRANGEMENTS) SBC 13-STATE.....	12
11. TRANSIT TRAFFIC COMPENSATION.....	13
12. MCA TRAFFIC-SBC-MO.....	14
13. APPLICABILITY OF OTHER RATES TERMS AND CONDITIONS.....	15
14. INTENTIONALLY LEFT BLANK.....	15
15. BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET	15
16. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS .	16

APPENDIX RECIPROCAL COMPENSATION
(Mutual Compensation for Transport, Termination, and Transiting)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Reciprocal Compensation provided by the applicable AT&T Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc.** (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.
- 1.8 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.
- 1.9 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.

- 1.10 **SWBT-AR**-As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.
- 1.11 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.
- 1.12 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.13 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.14 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. CLASSIFICATION OF TRAFFIC

- 2.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between CLEC and **SBC-13STATE** will be classified as either Local Traffic, Transit Traffic, IntraLATA Interexchange Traffic, or interLATA Interexchange 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.
- 2.2 For purposes of this Appendix, the Parties agree that "Local Calls" and Local Calls that originate and terminate to Internet Service providers 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.
- 2.3 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, and to classify

and provide services as it chooses to its own customers, subject to any applicable regulatory requirements.

- 2.4 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 Appendix Pricing. In SNET, calls originated over UNEs, when using unbundled local switching, are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.
- 2.5 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete. "The network is complete" shall mean only that each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic.
- 2.6 The compensation arrangements set forth in this Appendix are not applicable to (i) IntraLATA toll and InterLATA traffic, (ii) Information Service traffic, as defined in the Telecommunications Act of 1996 Section 3, 47 U.S.C. Section 153 Section (A)(2)(41), (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 governing regulatory authority. All InterLATA traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.
- 2.7 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. Foreign Exchange calls are defined in Appendix FX and those definitions shall apply to this Appendix.
- 2.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. As used herein, 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 on an interexchange basis, such that switched traffic between the same points would be classified as intraLATA toll traffic or

interLATA toll traffic. Private Line services include, but are not limited to, WATS access lines. Private line services do not include UNEs or UNE combinations which are used for local call origination and termination.

- 2.9 Reciprocal Compensation applies to local traffic that is terminated at either Party's end office switch. All traffic that is delivered to **SBC-13STATE**, CLEC or an ISP and is not terminated to the other Party's end office switch is not subject to intercarrier compensation. This includes traffic delivered by all methods and technologies, including but not limited to DSL, analog, ISDN, and optical and digital loop carrier systems.

3. **RESPONSIBILITIES OF THE PARTIES**

- 3.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 3.2 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 originating Calling Party Number ("CPN") and, for intraLATA and interLATA toll calls **SBC-13STATE** shall provide the Carrier Identification Code ("CIC").
- 3.3 If one Party is passing CPN or CIC but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed by a Party 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.
- 3.5 Where the Parties are performing a transiting function as defined in Section 11.1, 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.
- 3.6 For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation shall be charged by the Party originating the call, rather than the Party terminating the call. This includes originating charges as well as a Basic Toll Free Access Query charge as specified in Appendix Pricing or CLEC's local exchange tariff.

- 3.7 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 within SBC-Ameritech, Nevada, Pacific, and **SNET** only.
- 3.8 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 within **SBC-AMERITECH, NEVADA, PACIFIC, and SNET** only.
- 3.9 Each Party, within **SBC-AMERITECH, NEVADA, PACIFIC, and SNET** only, will provide the other, 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.
- 3.10 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.
- 3.11 Percent Local Usage (“PLU”) and Percent Local Minutes.
- 3.12 Where **SNET** performs the transiting function as defined in Section 6.1, **SNET** 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, **SNET**, performing the transiting function, cannot forward the CPN.
- 3.13 Upon mutual agreement of the Parties, originating records for local, transit, and intraLATA toll traffic shall be exchanged for the purposes of billing intercompany terminating compensation, within **SBC-SWBT** only.
- 3.14 On a monthly basis, each Party will record its originating MOUs including identification of the originating and terminating NXXs for all intercompany calls.
- 3.15 Each Party will transmit the summarized originating MOUs above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.
- 3.16 Bills rendered by either Party will be paid within thirty (30) days of receipt subject to subsequent audit verification.

- 3.17 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.
- 3.18 Each Party will multiply the tandem routed and end office routed terminating MOUs by the appropriate rate contained in this Section to determine the total monthly billing to each Party.

4. OPTIONAL CALLING AREA TRAFFIC -- SBC-OK,KS,AR,TX

- 4.1 By including this Section 4 in this Appendix, CLEC does not agree to the terms relating to **SBC-SWBT** for **SBC-SWBT** and does not waive its rights to negotiate and/or arbitrate any terms of this Section relating to **SBC-SWBT** in **SBC-SWBT**.
- 4.2 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.
- 4.3 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/ILEC is 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.
- 4.4 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

5. LOCAL CALL TERMINATION

- 5.1 By including this Section 5 in this Appendix, CLEC does not agree to the terms relating to **SBC-SWBT** for **SBC-SWBT** and does not waive its rights to negotiate and/or arbitrate any terms of this Section relating to **SBC-SWBT** in Missouri.
- 5.2 Reciprocal compensation for local traffic should be paid by **SBC-13STATE** Bell to CLEC for traffic originated by a **SBC-13STATE** Bell customer and terminated to any customer obtaining local access from CLEC when those customers are located within the same **SBC-13STATE** Bell local calling area. Similarly, reciprocal compensation should be paid by CLEC to **SBC-13STATE** Bell for traffic originated by an CLEC customer and terminated to any customer obtaining local access from **SBC-13STATE** Bell when those customers are located within the same common local and common mandatory calling area.

- 5.2.1 The compensation set forth below will also apply to all Local and Local calls that originate and terminate to Internet Service providers, 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.
- 5.3 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:
- 5.4 Tandem Serving Rate Elements:
- 5.4.1 Tandem Switching - compensation for the use of tandem switching (only) functions.
- 5.4.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.
- 5.4.3 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.
- 5.5 End Office Serving Rate Elements:
- 5.5.1 End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 5.6 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, but are not required to be, shown separately on the monthly usage detail, invoices, payment summaries, or other documents exchanged between ILEC and CLEC in the monthly billing cycle.

6. NON-LOCAL CALL TERMINATION

6.1 The Parties recognize and agree that traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in section 5.0 above not apply, including but not limited to ISP and Internet bound calls that fit the underlying Agreement's definitions of:

- Transit Traffic
- Optional EAS Traffic
- IntraLATA Interexchange Traffic
- InterLATA Interexchange Traffic
- Foreign Exchange
- 800, 888, 877, ("8yy") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

6.2 The Parties agree that, for the purposes of this Appendix, either Parties' end users remain free to place calls on a "Non-Local" basis under any of the above classifications. To the extent such "non-Local" 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' intrastate and/or interstate tariffs for InterLATA or IntraLATA traffic, subject to any applicable exemptions.

6.3 The Parties agree that physical interconnection, routing, and trunking of 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.

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.

7. OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX

7.1 By including this Section 7 in this Appendix, CLEC does not agree to the terms relating to SBC-SWBT for SBC-SWBT and does not waive its rights to negotiate and/or arbitrate any terms of this Section relating to SBC-SWBT in SBC-SWBT.

7.2 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-MO,

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 ILEC 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.

8. RECIPROCAL COMPENSATION FOR TERMINATION OF INTRALATA INTEREXCHANGE TRAFFIC

8.1 For intrastate intraLATA interexchange service 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 as set forth in each Party’s Intrastate Access Service Tariff. 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. The rates charged under this section by CLEC to SBC-13STATE shall be no greater than the benchmark rates permitted by the FCC Seventh Report and Order, FCC Docket No. 01-146 (4/27/2001), or any other applicable maximum rate established by law. CLEC agrees not to raise rates to benchmarks if current rates are below benchmark.

9. INTRALATA 800 TRAFFIC

9.1 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. 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.

9.2 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.

10. COMPENSATION FOR ORIGINATION AND TERMINATION OF SWITCHED ACCESS SERVICE TRAFFIC TO OR FROM AN IXC (MEET-POINT BILLING (“MPB”) ARRANGEMENTS)

- 10.1 The Parties will establish meet point billing arrangements and 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 in order to provide Switched Access Services to IXCs, and ESPs via **SBC-13STATE**’s Access Tandem switch.
- 10.2 For interstate, interLATA traffic, the Parties will charge IXCs according to access rates as set forth in each Party’s own applicable tariffs.
- 10.3 Billing to IXCs, for the Switched Access Services jointly provided by the Parties via Meet-Point Billing arrangement 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. For the purpose of this Agreement, CLEC is the Initial Billing Company (“IBC”) and **SBC-13STATE** is the Subsequent Billing Company (“SBC”). The actual rate values for each element shall be the rates contained in that Party’s own applicable access tariffs.
- 10.4 As detailed in the MECAB document, the Parties will, in accordance with accepted time intervals, exchange all information necessary to accurately, reliably, and promptly bill third Parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium.
- 10.5 Meet-Point Billing shall also apply to all jointly provided MOU traffic bearing the 900, 800, and 888 NPAs or any other non-geographic NPAs which may likewise be designated for such traffic in the future where the responsible party is an IXC. When ILEC performs 800 database queries, ILEC will charge the end office provider for the database query in accordance with standard industry practices and applicable tariffs.
- 10.6 Each Party shall coordinate and exchange the billing account reference (“BAR”) and billing account cross reference (“BACR”) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

- 10.7 Each Party will provide the other with the Switched Access detailed usage data within thirty (30) days of the end of the billing period. Each Party will provide to the other the Switched Access summary usage data within ten (10) working days after the date that a bill is rendered to the IXC by the initial Party. To the extent CLEC provides **SBC-13STATE** with Access Usage Records, **SBC-13STATE** will compensate CLEC on the same terms as CLEC compensates **SBC-13STATE**. **SBC-13STATE** acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At CLEC's request, **SBC-13STATE** will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.
- 10.8 Errors may be discovered by CLEC, the IXC or **SBC-13STATE**. Both **SBC-13STATE** and CLEC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.
- 10.9 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 at least three (3), but no more than twelve (12) months of prior usage data, if available.

11. **TRANSIT TRAFFIC COMPENSATION**

- 11.1 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). CLEC reserves all rights with respect to said order. The rates that **SBC-13STATE** shall charge for transiting CLEC traffic are outlined in Appendix Pricing.
- 11.2 CLEC will not send to **SBC-13STATE** local traffic that is destined for the network of a Third Party unless CLEC has the authority to exchange traffic with that Third Party. 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 actual and reasonable attorneys fees and expenses incurred by second party in responding to and/or defending any actual

and/or threatened regulatory and/or legal action. In **SBC-12STATE**, 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.

- 11.3 In **SNET**, Connecticut Transit Traffic Service allows CLEC to send Local, intraLATA Toll Traffic, and queried 800 intraLATA Toll Traffic to a third party network through **SNET**'s tandem. A Transiting rate applies to all MOUs between a Party's and a third party's networks that transit the **SNET** network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate is only applicable when calls do not originate with (or terminate to) an **SNET** End User. The rate that **SNET** shall charge for transiting CLEC's traffic are outlined in Appendix Pricing.
- 11.4 CLEC shall bill **SNET** for terminating Transit traffic originated by LECs and CLECs in accordance with the designation of the traffic as local or intraLATA toll. If CPN is not sent by the originating company, CLEC must initiate the process as described in the first 5.2.4.
- 11.5 The CLEC shall not bill **SBC-12STATE** for terminating any Transit traffic, whether identified or unidentified, i.e. whether **SBC-12STATE** is sent CPN or is not sent CPN by the originating company.
- 11.6 In those **SBC-13STATEs** where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where **SBC-AMERITECH**, **NEVADA**, **PACIFIC**, and **SNET** 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.

12. **MCA TRAFFIC – SBC-MO**

- 12.1 For compensation purposes in the state of Missouri, Local Traffic shall be further defined as "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.

- 12.2 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.
- 12.3 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).
- 12.4 The parties agree to use the 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.

13. APPLICABILITY OF OTHER RATES TERMS AND CONDITIONS

- 13.1 The General Terms and Conditions of this Agreement shall apply to this Appendix and every Interconnection, Resale Service, Network Element, facility, product or service and rate provided hereunder.

14. INTENTIONALLY LEFT BLANK

15. BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET

- 15.1 In **SBC-AMERITECH**, **NEVADA**, **PACIFIC**, and **SNET**, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 15.2 Each Party will provide to the other, within thirty (30) 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 (including the application of 5.2.4, where applicable), and
- 15.2.2 If CLEC provides service via resale or in conjunction with ported numbers, the appropriate MCA NXXs will be updated by SWBT.
- 15.2.2.1 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.
- 15.2.3 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

16. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 16.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Compensation Order.") 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 and with respect to the ISP Compensation Order, and related rulings of the FCC and, where applicable, state commissions. This includes but is not limited to the **SBC-13STATE**'s asserted right to invoke on a date specified by **SBC-13STATE** 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 **SBC-13STATE** 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 **SBC-13STATE** designates that the FCC's ISP terminating compensation plan shall begin in this state. CLEC agrees that on the date designated by **SBC-13STATE**, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan. CLEC reserves all rights with respect thereto.
- 16.3 **SBC-13STATE** and CLEC agree to carry out the FCC terminating compensation plan on the date designated by **SBC-13STATE** 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 **SBC-13STATE**'s designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among **SBC-13STATE**, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix, to the extent so provided by applicable law.
- 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, or permit or order a higher rate of compensation for such traffic than that established by the FCC, or permit state commissions to establish applicable compensation rates, term and conditions. 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 **SBC-13STATE**, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix, to the extent so provided by law.
- 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, and state commission decisions which implement or are related to the FCC Order as applicable.
- 16.8 **SBC 13-STATE** asserts 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, and reserves all rights with respect to this assertion. CLEC does not agree with this assertion and reserves all rights with respect thereto.
- 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 or otherwise as permitted by applicable law and regulation. 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.

APPENDIX RESALE

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. DEFINITIONS.....	3
3. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE.....	4
4. TERMS AND CONDITIONS OF SERVICE.....	5
5. ANCILLARY SERVICES.....	14
6. BRANDING.....	21
7. RESPONSIBILITIES OF SBC-13STATE.....	23
8. RESPONSIBILITIES OF CLEC.....	26
9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	30

APPENDIX RESALE

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for those services available for sale at retail to End Users which are made available to CLECs for resale by the applicable AT&T Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. This Appendix does not apply to services purchased by CLEC and/or affiliate(s) pursuant to the retail tariff.
- 1.2 The prices at which SBC agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DEFINITIONS

- 2.1 AT&T Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, and/or Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.3 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.4 As used herein, **SBC-SWBT** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 2.5 As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.
- 2.6 As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.
- 2.7 As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.

- 2.8 As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.
- 2.9 As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.
- 2.10 As used herein, **AM-MI** means the applicable above listed ILEC doing business in Michigan.
- 2.11 As used herein, **AM-IN** means the applicable above listed ILEC doing business in Indiana.
- 2.12 As used herein, **AM-IL** means the applicable above listed ILEC doing business in Illinois.
- 2.13 As used herein, **AM-OH** means the applicable above listed ILEC doing business in Ohio.
- 2.14 As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.
- 2.15 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 2.16 As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 2.17 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

3. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 3.1 For services included in this Appendix, the rules and regulations associated with the corresponding tariffs apply,
- 3.2 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with **SBC-13STATE**'s obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by **SBC-13STATE** at the discount set forth in Appendix Pricing.
- 3.3 Rate Structure

3.3.1 This section applies only to **SWBT-KS**:

3.3.1.1 CLEC shall select either (1) a uniform rate structure or (2) a three-tier discount structure based on lines, vertical features and toll. The three-tier discount structure will be made available upon written request from CLEC negotiating an interconnection agreement with **SWBT-KS**. **SWBT-KS** will respond within 30 days of the written request to initiate a joint work effort with the CLEC to decide a mutually agreeable implementation date not to exceed six months.

3.4 **SBC-13STATE** will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission and the requirements of applicable law.

3.5 Telecommunications Services will be offered by **SBC-13STATE** to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.

3.6 Grandfathered services are also available per appropriate state specific tariff to CLEC for resale at the applicable wholesale discount to the same customers, at the existing customer's location, to which **SBC-13STATE** offers the service either at retail or through resale.

4. **TERMS AND CONDITIONS OF SERVICE**

4.1 Telecommunications Services will be offered by **SBC-13STATE** to CLEC on terms and conditions that are reasonable and nondiscriminatory. For Telecommunication services included in this Appendix, all the use restrictions and limitations and the rules and regulations contained in **SBC-13STATE**'s corresponding tariffs apply to CLEC's End Users, with the exception of any tariff resale restriction; provided however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with service offered by **SBC-13STATE** to its End Users.

4.2 Except where otherwise explicitly permitted in **SBC-13STATE**'s corresponding retail tariffs established by the Commission or as otherwise provided by applicable law, CLEC shall not permit the sharing of a service by multiple End Users or the aggregation of traffic from multiple End Users onto a single service.

4.2.1 This section applies only to **SWBT-TX**:

4.2.1.1 Within the State of Texas, based upon the Texas Commission's arbitration order, **SWBT-TX** will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers

include such items as intraLATA toll, but do not include such items as packages of vertical features.

- 4.3 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding **SBC-13STATE** retail tariff(s) applicable within that state.
- 4.4 The rights, obligations and duties set forth in this Appendix are subject to the Act, regulations thereunder, and relevant Commission decisions.
- 4.5 CLEC shall resell these telecommunications services only to the same class of customers to which **SBC-13STATE** sells the services, e.g. residence service may not be resold to business customers.
- 4.5.1 CLEC may only resell special needs services” as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.
- 4.5.1.1 If the existing retail Customer Service Record ("CSR") for an End User's account currently provisioned at retail by **SBC-13STATE** contains an indicator that the same telephone number for the same named Person at the same address is currently being billed by **SBC-13STATE** retail for the same “special needs service,” the End User has previously been certified as eligible for that "special needs service."
- 4.5.1.2 If the indicator described in Section 4.5.1.1 is present on the End User's current retail account with an **SBC-13STATE** company, CLEC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 4.5.1. CLEC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific **SBC-13STATE** tariff for any "special needs service" it resells to any End User beginning on the date that CLEC submits any order relating to that "special needs service." This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable **SBC-13STATE** retail tariff requirements.

4.5.1.3 If the indicator described in Section 4.5.1.1 is not present on the End User's current retail account with an **SBC-13STATE** company, or if the applicant does not currently have local telephone service, CLEC is responsible for ensuring that the End User is eligible for any "special needs service" in accordance with applicable **SBC-13STATE** retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

4.5.2 This section applies only to **SBC-SWBT: AM-WI, AM-OH and AM-IN**

4.5.2.1 CLEC may only resell **SBC-SWBT, AM-WI, AM-OH and AM-IN** low income assistance services, e.g. LifeLine and Link-Up services, where available for resale, according to associated retail state specific tariffs to persons who are eligible for each such service. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.

4.5.2.2 When the End User is currently receiving **SBC-SWBT, AM-WI, AM-OH and AM-IN** LifeLine and/or Link-Up benefit, the existing **SBC-SWBT, AM-WI, AM-OH and AM-IN** CSR will carry the appropriate service indicator. CLEC may view this indicator on the **SBC-SWBT, AM-WI, AM-OH and AM-IN** CSR.

4.5.2.3 If the indicator described in Section 3.4.2.2 is present on the End User's current retail **SBC-SWBT, AM-WI, AM-OH and AM-IN** CSR, CLEC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 4.5.2.1. CLEC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific **SBC-SWBT, AM-WI, AM-OH and AM-IN** tariff for LifeLine or Link-Up service it resells to any End User beginning on the date that CLEC submits any order relating to that service. This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable **SBC-SWBT, AM-WI, AM-OH and AM-IN** retail tariff requirements.

4.5.2.4 If the indicator described in Section 4.5.2.2 is not present on the CSR for the End User's current retail account with **SBC-SWBT, AM-WI, AM-OH and AM-IN** or if the applicant does not

currently have local telephone service, CLEC is responsible for ensuring that the End User is eligible for any LifeLine or Link-Up service in accordance with applicable **SBC-SWBT, AM-WI, AM-OH and AM-IN** retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

4.5.3 This section applies only to **PACIFIC, SNET** and **SBC- AM-IL**:

4.5.3.1 **PACIFIC, SNET** and **SBC-AM-IL** LifeLine and Link-Up services are not available for resale.

4.5.3.2 When an End User is currently receiving **PACIFIC, SNET** or **SBC-AM-IL** LifeLine or Link-Up service, the existing **PACIFIC, SNET** or **SBC-AM-IL** Customer Service Record (CSR) will carry the appropriate service indicator. CLEC may view this indicator on the CSR.

4.5.3.3 CLEC may obtain LifeLine or Link-Up indicator data from **PACIFIC, SNET** or **SBC-AM-IL**'s existing retail CSR for the End User for the sole purpose of enabling CLEC to determine whether the End User may be eligible for any similar program(s) CLEC may offer.

4.5.3.3.1 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

4.5.3.4 If no **PACIFIC, SNET** or **SBC-AM-IL** LifeLine and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by **PACIFIC, SNET** or **SBC- AM-IL**.

4.5.4 This section applies only to **NEVADA**:

4.5.4.1 **NEVADA** low income assistance services, e.g., LifeLine and Link-Up services are available for resale for a maximum period of 90 days from contract approval date. The CLEC has 90 days from the contract approval date to coordinate with the appropriate federal and state government agencies to establish the CLEC's own low income assistance service(s). At the end of the 90 day period, CLEC is responsible for initiating Local Service Requests (LSR) to the ILEC for converting any existing ILEC Customer Service Records (CSR) from low income designated services to normal residential service. CLEC will be responsible for designating its own billing records and establishing and administering its low income assistance services internally.

4.5.4.2 When an End User is currently receiving **NEVADA** LifeLine or Link-Up service, the existing **NEVADA** Customer Service Record (CSR) will carry the appropriate service indicator. CLEC may view this indicator on the CSR.

4.5.4.3 CLEC may obtain LifeLine or Link-Up indicator data from **NEVADA**'s existing retail CSR for the End User for the sole purpose of enabling CLEC to determine whether the End User may be eligible for any similar program(s) CLEC may offer.

4.5.4.4 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

4.5.4.5 If no **NEVADA** LifeLine and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by **NEVADA**.

4.6 Promotions

4.6.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

4.6.2 **This section applies only to NEVADA and SWBT-MO:**

- 4.6.2.1 **NEVADA** and **SWBT-MO** promotions of eighty-nine (89) days or less are not available to CLEC for resale.
- 4.6.3 This section applies only to **PACIFIC**, **SBC-AMERITECH**, **SNET**, **SWBT-AR** and **SWBT-OK**:
 - 4.6.3.1 **PACIFIC**, **SBC-AMERITECH**, **SNET**, **SWBT-AR** and **SWBT-OK** promotions of ninety (90) days or less are not available to CLEC for resale.
- 4.6.4 **This section applies only to SWBT-KS:**
 - 4.6.4.1 Promotions on Telecommunications Services are available to CLEC for resale. A wholesale discount (21.6%, 19.5%, 30.5% or 19.0%) will be applied to those promotions of ninety-one (91) days or more.
- 4.6.5 **This section applies only to SWBT-TX:**
 - 4.6.5.1 Promotions on Telecommunications Services are available to CLEC for resale. A wholesale discount will be applied to those promotions of ninety-one (91) days or more.
- 4.6.6 If **SBC-13STATE** offers a new Telecommunications Service or a Telecommunications Service which has not been tariffed on a short-term promotional basis, it must establish the standard retail price or ordinary rate for those Telecommunications Services and make those Telecommunications Services available to CLEC at that price less the wholesale discount.
- 4.6.7 Nothing in this Agreement shall require **SBC-13STATE** to provide to CLEC promotional service elements that are not Telecommunications Services; i.e. CPE and Inside Wire Maintenance Plans.
- 4.7 CLEC shall not use a resold service to avoid the rates, terms and conditions of **SBC-13STATE**'s corresponding retail tariff.
- 4.8 CLEC shall not use resold local exchange telephone service to provide access or interconnection services to itself, interexchange carriers ("IXCs"), wireless carriers, competitive access providers ("CAPs"), or other telecommunications providers. CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 4.9 An End User Common Line ("EUCL") charge and any other mandated charge will continue to apply for each local exchange line resold under this Appendix to

the extent permitted by law. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC No. 1, also apply. Revenues from access charges, whether usage sensitive or flat rated, will be retained by **SBC-13STATE**.

- 4.10 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both “PIC” and “LPIC”) change charges associated with such local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate. PIC (Primary/Preferred Interexchange Carrier) and LPIC (Local Primary Intralata Carrier) charges shall only be applied when the end user changes their choice of long distance carrier, but not if the end user retains its long distance carrier at the time it changes local service to CLEC.
- 4.11 **SBC-13STATE** shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered at retail by **SBC-13STATE** as the incumbent local exchange carrier to its End Users.
- 4.12 When CLEC migrates an end user currently receiving service from **SBC-13STATE**'s network, without any change to the end user's services or to **SBC-13STATE**'s network, and such order requires manual processing by **SBC-13STATE** personnel, CLEC will be charged an interim per order (i.e., per billable telephone number) change-over charge. Charges for such conversions will apply as set forth in Appendix Pricing in the “OTHER (Resale)” category, listed as “conversion charges.”
- 4.12.1 When CLEC converts an End User and adds or changes are made to the network, the respective migration charge will apply, as well as any normal service order charges associated with said changes. All nonrecurring service connection charges, excluding the migration charge mentioned above, will be charged at the appropriate wholesale discount for those services listed in Appendix Pricing.
- 4.12.2 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 4.12.3 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring

service order charges for the services listed in Appendix Pricing under the heading “Resale;” no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading “OTHER (Resale).”

- 4.13 For the purposes of ordering new service under this Appendix, each request for service shall be handled as a separate and initial request for service per billable telephone number. The tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service at the End User’s same location where a residential line is currently provided on **SBC-13STATE**’s network, regardless of the non-facilities based local service provider of record.
- 4.13.1 For purposes of this section, service orders for CLECs shall be handled in the same fashion as **SBC-13STATE** requires for its End Users.
- 4.14 **SBC-13STATE**’s services are not available for resale at wholesale rates to CLEC for its own use or for the use of any CLEC’s affiliates, subsidiaries, predecessors, successors, assignees or CLEC’S parent or any affiliate and/or subsidiary of the CLEC’s parent company if any, anyone or any entity claiming by or through CLEC.
- 4.15 **This section applies only to SWBT-KS and SWBT-TX:**
- 4.15.1 CLEC may convert current **SWBT-KS** and **SWBT-TX** End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as “CSP Contracts”) for services offered within the State of Kansas or Texas, and
- 4.15.2 **SWBT-KS** and **SWBT-TX** and any other reseller of **SWBT-KS** or **SWBT-TX** local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the State of Kansas or Texas.
- 4.15.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, CLEC and **SWBT-KS** or **SWBT-TX** shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.
- 4.15.4 Responsibilities of CLEC in connection with CSP Contract Conversions
- 4.15.4.1 CLEC shall sign an “Assumption of Existing Agreement” assuming the balance of the terms, including volume, term and termination liability remaining on any current retail **SWBT-KS** or **SWBT-TX** or resold End User CSP Contract at the time of

conversion. CLEC may assume the CSP Contract at the wholesale discount of 5.0% in Kansas and 5.62% in Texas for customer specific pricing plan contracts and at the wholesale discount of 8.0% in the State of Kansas and 8.04% in the State of Texas for tariffed volume and term contracts.

- 4.15.4.2 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to **SWBT-KS** or **SWBT-TX** or any other local service provider reselling **SWBT-KS** or **SWBT-TX** local service.
- 4.15.4.3 If another reseller of **SWBT-KS** or **SWBT-TX** local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contract and termination liability with the other reseller. CLEC agrees that **SWBT-KS** or **SBC-TX** has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against **SWBT-KS** or **SWBT-TX** in connection with any conversion by another reseller of **SWBT-KS** or **SWBT-TX** local service of any CLEC End User(s) that has an existing CSP contract.
- 4.15.5 Responsibilities of **SWBT-KS** and **SWBT-TX** in connection with CSP Contract Conversions.
 - 4.15.5.1 **SWBT-KS** or **SWBT-TX** will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.
 - 4.15.5.2 **SWBT-KS** or **SWBT-TX** will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to **SWBT-KS** or **SWBT-TX**.
 - 4.15.5.3 **SWBT-MO** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.
- 4.16 This section applies only to **SBC-AMERITECH**:
 - 4.16.1 **SBC-AMERITECH** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.
 - 4.16.2 Subject to the provisions of Section 3.15.1, the following shall apply:

- 4.16.2.1 **AM-IL** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.
 - 4.16.2.2 **AM-MI** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.39%.
 - 4.16.2.3 **AM-OH**, and **AM-WI** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.
 - 4.16.2.4 **AM-IN** tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%. Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost docket.
 - 4.16.2.5 **SBC-AMERITECH** Non-Standard Service contracts may be assumed, but receive no wholesale discount.
- 4.16.3 If CLEC elects to terminate a **SBC-AMERITECH** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

5. ANCILLARY SERVICES

5.1 911/E911

- 5.1.1 Where available, **SBC-13STATE** will afford CLEC End Users with the ability to make 911 calls. CLEC shall be responsible for collecting and remitting all applicable 911 surcharges on a per line basis to the Public Safety Answering Point (“PSAP”) or other government authority responsible for collection of such fees and surcharges.
- 5.1.2 When requested by SWBT, CLEC shall provide **SBC-13STATE** timely, accurate and complete information on each of CLEC’s End Users as needed for the provisioning of 911 service to CLEC’s End Users. Such information shall be in a format and a time frame prescribed by SBC13STATE for purposes of 911 administration.
- 5.1.3 Should any CLEC End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such

assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.

5.2 White Page Directories: Listings, Distribution & Information Page

5.2.1 Subject to **SBC-13STATE** practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** shall provide the primary alphabetical listings, at no additional charge in appropriate White Pages directories of all CLEC's End Users located within the local directory scope.. Subscriber listing information on resold lines shall remain the property of **SBC-13STATE**. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time.

5.2.1.1 At CLEC's written request, **SBC-13STATE** shall transmit CLEC's End User listing information to a designated a third party directory publisher, (limited to publishers that SBC13STATE transmits its own listing information)for a one-time administrative fee of one hundred dollars (\$100.00) per occurrence, per directory publisher. **SBC-13STATE** will provide to that third party directory publisher CLEC subscriber's listing information on an interfiled basis and indistinguishable from **SBC-13STATE**'s subscriber listing information.

5.2.1.2 Each CLEC subscriber will receive one copy per primary End User listing of **SBC-8STATE** White Pages directory in the same manner and at the same time that they are delivered to **SBC-8STATE**'s subscribers.

5.2.1.3 Each CLEC subscriber will receive one copy per primary End User Listing of **SBC-13STATE**'s White Pages directory and/or a Yellow Pages directory when cobound with the White Pages, in the same manner and at the same time that they are provided to **SBC-13STATE**'s subscribers. It is the Parties' expectation that separately bound **SBC-13STATE** Yellow Pages directories will be delivered in the same manner and at the same time to CLEC's subscribers as to **SBC-13STATE**'s subscribers. If CLEC's End User already has a current **SBC-13STATE** local White Pages directory, **SBC-13STATE** shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.

5.2.1.4 The primary End User listings described above are included in the wholesale price CLEC owes **SBC-13STATE** for resold lines and will be provided by **SBC-13STATE** at no additional charges. Additional Listing Services (e.g., foreign listings) to appear in the

WP directory can be purchased by CLEC for its End Users on a per listing basis at existing **SBC-13STATE** tariff rates. CLEC shall pay **SBC-13STATE** for all such listings provided to CLEC's End Users.

5.2.1.4.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

5.2.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit. Provided, however, that in any suit in which a judge or jury determines that **SBC-13STATE** was forty percent or more at fault in the error or omission which resulted in loss, **SBC-13STATE** shall fully indemnify, hold harmless, and reimburse CLEC for a proportionate share of CLEC's costs of defense and any judgment or award.

5.3 **SBC-8STATE** will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-13STATE** includes Spanish Customer Guide Pages, this informational page

will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.

- 5.4 At its request, CLEC may purchase "Informational Page(s)" in the informational section of the White Pages directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than **SBC-8STATE** "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC-8STATE** the "Informational Page" in the form of camera-ready copy.
- 5.5 Except where expressly stated the terms and conditions for including CLEC End User listings in **SBC-AMERITECH** White Page directories as well as distribution of such directories to CLEC and/or CLEC End User's is a product offering available through a non-regulated subsidiary of. **SBC-AMERITECH**.
- 5.6 Directory Assistance ("DA")
- 5.6.1 Subject to any blocking that may be ordered by CLEC for its End Users', to the extent Directory Assistance (DA) services are provided to **SBC-13STATE** End Users, **SBC-13STATE** shall provide CLEC's End Users access to **SBC-13STATE** Directory Assistance Service. CLEC shall pay **SBC-13STATE** amounts attributable to Directory Assistance services used by CLEC's End Users. Discounts associated with the utilization of Directory Assistance Service are outlined in Appendix Pricing.
- 5.7 Operator Services
- 5.7.1 Subject to any blocking that may be ordered by CLEC for its End Users' **SBC-13STATE** shall provide CLEC's End Users access to **SBC-13STATE** Operator Services ("OS") to the same extent it provides OS to its own End Users. CLEC shall pay **SBC-13STATE** amounts attributable to Operator Services used by CLEC's End Users. Discounts associated with the utilization of Operator Services features are outlined in Appendix Pricing.
- 5.7.2 **SBC-13STATE** shall provide Busy Line Verification and Busy Line Verification Interrupt in the same manner and fashion as **SBC-13STATE** provides its users CLEC shall pay **SBC-13STATE** associated charges when its End Users request such services as outlined in Appendix Pricing.
- 5.8 **SBC-13STATE** shall also offer CLEC the opportunity to customize route its End Users' DA/OS calls where technically feasible. CLEC must have dedicated transport at each End Office where customized routing is requested. CLEC agrees to pay **SBC-13STATE** appropriate charges associated with customized routing on an ICB basis.

- 5.8.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.
- 5.8.2 **SBC-13STATE** will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated **SBC-13STATE** state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific CLEC Handbooks.
- 5.8.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
- 5.8.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.
- 5.8.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

5.9 Payphone Services

- 5.9.1 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 and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). In its Second Order on Reconsideration in the same docket, paragraph 16 (March 28, 2001), the FCC required the first

underlying facilities-based interexchange carrier to whom the ILEC directly delivers the call to track or arrange for tracking of all compensable calls made to its reseller customers. This compensation is referred to in this Agreement as “Payphone Compensation.”

- 5.9.2 The Parties desire that **SBC-13STATE** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.
- 5.9.3 **SBC-13STATE** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. **SBC-13STATE** will pay Payphone Compensation to CLEC only for:
- 5.9.3.1 IntraLATA subscriber 800 calls for which **SBC-13STATE** provides the 800 service to the subscriber and carries the call; and
- 5.9.3.2 IntraLATA calls placed using **SBC-13STATE**'s prepaid calling card platform and carried by **SBC-13STATE**.
- 5.9.4 **SBC-13STATE** will not pay any Payphone Compensation for non-sent paid calls.
- 5.9.5 **SBC-13STATE** will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if **SBC-13STATE** deems it necessary to investigate a call or calls for possible fraud.
- 5.9.6 **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 issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to **SBC-13STATE** on the bill.
- 5.9.7 Nothing in this Appendix entitles CLEC to receive or obligates **SBC-13STATE** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.
- 5.9.8 CLEC represents and warrants that the only **SBC-13STATE** services that CLEC will make available to PSPs as Payphone Lines are the payphone services that **SBC-13STATE** offers pursuant to the appropriate payphone

section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix.

- 5.9.9 Except as provided otherwise in this Section 5.9.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If **SBC-13STATE** pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from **SBC-13STATE**.
- 5.9.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:
- 5.9.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or
- 5.9.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or
- 5.9.10.3 False representation by CLEC.
- 5.9.11 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, **SBC-13STATE** shall indemnify, protect, save harmless and defend CLEC and CLEC's officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:
- 5.9.11.1 **SBC-13STATE**'s failure to timely remit to CLEC the amount due by SBC to the PSP;

5.9.11.2 Any claim or action against CLEC by a PSP customer of CLEC for any matter which is the responsibility of **SBC-13STATE** under this Agreement.

5.9.11.3 **SBC-13STATE**'s failure to comply with all the terms and conditions of this Appendix and **SBC-13STATE**'s related obligations under the FCC's Payphone Compensation orders.

6. BRANDING

6.1 Except where otherwise required by law, CLEC shall not, without **SBC-13STATE**'s prior written authorization, offer the resale services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **SBC-13STATE** or its affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with **SBC-13STATE** in the provision of Telecommunications Services to CLEC's own End Users. CLEC will brand services included in this Appendix with its own brand name, but **SBC-13STATE** shall not be responsible for providing such branding.

6.2 Requirements

6.2.1 Pursuant to § 226 (b) of The Telecommunications Act of 1996, each provider of Operator Services is required to:

- (a) provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and
- (b) disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.

6.3 Call Branding

6.3.1 **SBC-13STATE** will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:

6.3.1.1 **SBC-SWBT** and **SNET** - CLEC will provide written specifications of its company name to be used by **SBC-SWBT** or **SNET** to create CLEC specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the OSQ.

6.3.1.2 **PACIFIC/NEVADA** - CLEC will provide recorded announcement(s) of its company name to be used to brand CLEC's OS/DA calls in accordance with the process outlined in the OSQ. CLEC attests that it has been provided a copy of the OSQ.

6.3.1.3 **SBC-AMERITECH** – CLEC will provide written specifications of its company name to be used by **SBC-AMERITECH** to brand CLEC OS/DA calls, when technically feasible and available, in accordance with the process outlined in the OSQ. CLEC attests that it has been provided a copy of the OSQ.

6.4 Branding Load Charges:

6.4.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by **SBC-SWBT** on behalf of CLEC when multiple brands are required on a single Operator Services trunk. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.

6.4.2 **PACIFIC/NEVADA/SNET** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to branding announcement. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.

6.5 Rate/Reference Information

6.5.1 CLEC will furnish OS/DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.

6.5.2 CLEC will inform **SBC-13STATE**, in writing, of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

- 6.5.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC's OS/DA Services Rate or Reference Information. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.
- 6.5.4 When an **SBC-13STATE** Operator receives a rate request from a CLEC End User, where technically feasible and available, **SBC-13STATE** will quote the applicable OS/DA rates as provided by the CLEC.
- 6.5.4.1 **PACIFIC/NEVADA/SBC-AMERITECH** – In the interim, when a Operator receives a rate request from a CLEC End User, **PACIFIC/NEVADA/SBC-AMERITECH** will transfer the CLEC End User to a customer care number specified by the CLEC on the OSQ. When **PACIFIC/NEVADA/SBC-AMERITECH** has the capability to quote specific CLEC rates and reference information, the Parties agree that the transfer option will be eliminated.

7. RESPONSIBILITIES OF SBC-13STATE

- 7.1 **SBC-13STATE** shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. However, CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE** provided interfaces when such interfaces become available, as outlined in Appendix OSS.
- 7.2 **SBC-13STATE** shall implement CLEC service orders within the same time intervals **SBC-13STATE** uses to implement service orders for similar services for its own End Users.
- 7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, which may be amended by **SBC-13STATE** from time to time. To the extent that the procedures in the CLEC handbook are inconsistent with the requirements of law and regulation, due to time gaps between regulatory action and amendments to the CLEC handbook, or otherwise, the applicable requirements of law and regulation shall apply. **SBC-13STATE** will use its best efforts to provide timely updates and supplements to the CLEC handbook and CLEC will comply with all applicable requirements.
- 7.3 CLEC will have the ability to report trouble for its End Users to appropriate **SBC-13STATE** trouble reporting centers twenty-four (24) hours a day, seven (7) days a week in the same manner as **SBC-13STATE** provides for its End Users. CLEC will be assigned a customer contact center when initial service agreements are

made. CLEC's End Users calling **SBC-13STATE** will be referred to CLEC at the number provided by CLEC. **SBC-13STATE** shall at all times be responsible for the repair and maintenance of its network. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch **SBC-13STATE**'s network facilities, including those on End User premises.

- 7.3.1 Methods and procedures for ordering and trouble reporting are outlined in CLEC Handbook, as amended by **SBC-13STATE** from time to time. Both Parties agree to abide by the procedures contained therein.
- 7.4 On no less than sixty (60) days advance written notice, CLEC may request **SBC-13STATE** to make certain usage information available to CLEC on a daily basis in a standard electronic format as outlined in Appendix OSS. The information will consist of usage sensitive charges **SBC-13STATE** will bill to CLEC arising out of the use of resold lines. CLEC agrees to pay **SBC-13STATE** set forth in Appendix Pricing.
- 7.5 **SBC-13STATE** will notify CLEC of any changes in the price, terms and conditions under which **SBC-13STATE** offers Telecommunications Services at retail to subscribers who are not telecommunications providers or carriers, including, but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the State Commission, or, in situations where a tariff filing is not so transmitted in accordance to FCC and/or State rules.
- 7.5.1 **SBC-13STATE** currently uses the Accessible Letter process to notify CLEC of new services available for resale during the term of this Agreement. The notification shall advise CLEC of the category in which such new service shall be placed and the same discount already applicable to CLEC in that category shall apply to the new service. Should **SBC-13STATE** change its notification procedures to CLEC, the notice will be no less prompt than the Accessible Letter.
- 7.6 CLEC End User's activation of Call Trace shall be handled by **SBC-13STATE** operations centers responsible for handling such requests. **SBC-13STATE** shall notify CLEC of requests by its End Users to provide the call records to the proper authorities. Subsequent communication and resolution of the case with CLEC's End User (whether that End User is the victim or the suspect) will be coordinated through CLEC.
- 7.7 CLEC understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation. CLEC shall indemnify **SBC-13STATE** against any claims that insufficient information

provided by CLEC led to inadequate prosecution. **SBC-13STATE** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of this Agreement.

7.8 This section applies only to **PACIFIC**:

7.8.1 Cooperation on Fraud

7.8.1.1 Traffic Alert Referral Service

7.8.1.1.1 Traffic Alert Referral Service (“TARS”) is a service that monitors traffic patterns associated with a CLEC’s resold lines. On no less than thirty (30) calendar days written notice, CLEC may order **PACIFIC**’s TARS. In providing TARS to CLEC, **PACIFIC** notifies the CLEC of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to CLEC information on all 1+ alerts. CLEC understands and agrees that **PACIFIC** will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of CLEC to provide **PACIFIC** with the correct email address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. **PACIFIC** grants to CLEC a non-exclusive right to use the information provided by **PACIFIC**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay **PACIFIC** a recurring usage rate as set forth in Appendix Pricing in the “OTHER (Resale)” category listed as “Traffic Alert Referral Service.”

7.8.1.2 CLEC shall be liable for all fraud associated with any resale service to which it subscribes. **PACIFIC** takes no responsibility, will not investigate, and will make no adjustments to CLEC’s account(s) in cases of fraud or any other related End User dispute.

7.8.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, **PACIFIC** shall not be liable for any damages to CLEC or to any other person or entity for **PACIFIC**’s actions or the conduct of its employees in providing TARS to CLEC. CLEC shall indemnify, defend, and hold **PACIFIC** harmless from any and all claims, lawsuits, costs, damages, liabilities, losses, and expenses, including reasonable attorney fees, resulting from or in connection with CLEC’s use of **PACIFIC**’s TARS, except when such claims, lawsuits, costs,

damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of **PACIFIC** or its employees.

7.9 This section applies only to **PACIFIC**:

7.9.1 **PACIFIC** will make available to CLEC an optional service, Repair Transfer Service (“RTS”). In the event a CLEC’s End User dials 611 (811-8081 for Priority Business customers) for repair, **PACIFIC** will provide a recorded announcement of the CLEC name and number and **PACIFIC** will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to **PACIFIC** at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the CLEC name and 800/888 numbers for RTS to the CLEC repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes are set forth in the Appendix Pricing in the “OTHER (Resale)” category listed as “Repair Transfer Service.” Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

8. RESPONSIBILITIES OF CLEC

8.1 Prior to submitting an order under this Agreement, CLEC shall obtain End User authorization as required by applicable state or federal laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. **SBC-13STATE** shall abide by the same applicable laws and regulations.

8.2 Only an End User can initiate a challenge to a change in its local exchange service provider. If an End User notifies **SBC-13STATE** or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to immediately provide service to such End User, except in those instances where the end user’s account is local PIC protected pursuant to a local PIC protection request from the end user. It is the responsibility of the end user to provide written authorization to the current provider of record to remove such local service provider protection before any changes in local exchange service provider are processed. The Parties agree that all FCC and state rules relating to PIC protection shall apply to this Agreement, and such rules shall govern, to the extent inconsistent with this Agreement.

SBC-13STATE shall be free to connect the End User to any local service provider based upon the local service provider’s request and local service provider’s assurance that proper End User authorization has been obtained. Both

Parties shall make authorization available to the other Party upon request and at no charge.

- 8.2.1 The following applies to **AM-MI** only: The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.
- 8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User customer's direction or the direction of the End User's authorized agent. Further, when an End User abandons the premises, **SBC-13STATE** is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 8.4 When **SBC-13STATE** receives an order from CLEC for services under this Appendix, and **SBC-13STATE** is currently providing the same services to another CLEC for the same End User, **SBC-13STATE** shall notify the End User's CLEC of record of such disconnect activity, should CLEC subscribe to the Local Disconnect Report ("LDR") as outlined below. It shall then be the responsibility of the CLEC of record and CLEC to resolve any issues related to the End User. This paragraph shall not apply to new additional lines and services purchased by an End User from multiple CLECs or from **SBC-13STATE**.
- 8.4.1 When available and on no less than sixty (60) days notice, CLEC may request the LDR. **SBC-13STATE** agrees to furnish to CLEC the Billing Telephone Number ("BTN"), Working Telephone Number ("WTN"), and terminal number of all End Users who have disconnected CLEC's service. CLEC understands and agrees that such information will only be available electronically and provided daily. Information will be provided on a per WTN basis to be priced on a per WTN basis. CLEC shall pay **SBC-13STATE** for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." **SBC-13STATE** will provide CLEC no less than thirty (30) days notice prior to any change of the per-WTN charge. **SBC-13STATE** grants to CLEC a non-exclusive right to use the information provided by **SBC-13STATE**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.
- 8.5 CLEC agrees to hold harmless and indemnify **SBC-13STATE** against any and all liability and claims, including reasonable attorney's fees, that may result from **SBC-13STATE** acting under this Appendix.
- 8.6 CLEC is solely responsible for the payment of charges for all services furnished under this Appendix including, but not limited to, recurring and nonrecurring

charges, calls originated or accepted at CLEC's location and its End Users' service locations, with the exception of any retail services provided directly by **SBC-13STATE** to the End User which **SBC-13STATE** shall be responsible for billing.

8.6.1 Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by **SBC-13STATE** for billing to resold end-user accounts will be returned as unbillable and will not be passed on to CLEC for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by **SBC-13STATE**.

8.6.2 In accordance with industry standards, IXC PIC selections for lines resold to CLEC will not be processed from IXCs or End Users, but will only be processed if received from CLEC.

8.7 **SBC-13STATE** shall not be responsible for the manner in which the use of resold service, or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for such services will be billed to and shall be the responsibility of CLEC, with the exception of retail services provided directly to the End User by **SBC-13STATE**.

8.7.1 Compensation for all services billed to CLEC for services provided under this Appendix shall be paid by CLEC regardless of a CLEC's ability or inability to collect charges from its End User for such service.

8.8 CLEC agrees that due to customer quality and work force schedule issues, **SBC-13STATE** will be the sole provider of OS/DA Services for CLEC's local serving area(s).

8.9 CLEC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.

8.10 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

8.11 If CLEC does not wish to be responsible for collect, third number billed, toll, and information services (e.g., 900) calls, it must order the appropriate blocking for resold lines under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass the blocking systems. CLEC acknowledges such limitation and understands that CLEC is responsible for any charges associated with such calls for which blocking is not available and any charges associated with calls that bypass blocking systems. CLEC acknowledges that blocking is not available for certain types of calls,

including 800/888/411 numbers and Directory Assistance Express Call Completion.

- 8.12 CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE** provided interfaces as described in this Appendix and Appendix OSS.
- 8.13 CLEC shall be responsible for providing to its End Users and to **SBC-13STATE** a telephone number or numbers that CLEC's End Users can use to contact CLEC in the event of service or repair requests. In the event that CLEC's End Users contact **SBC-13STATE** with regard to such requests, **SBC-13STATE** shall inform the End User that they should call CLEC and may provide CLEC's contact number. The requirements herein are subject to additional terms and conditions in the Coordinated Repair Calls section of the General Terms and Conditions of this Agreement.
- 8.14 CLEC agrees to pay all costs associated with a CLEC name change.
- 8.15 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in Section 19.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in Section 19.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.
- 8.16 CLEC will provide forecasts to **SBC-13STATE** every January and July using the **SBC-13STATE** network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 The General Terms and Conditions of this Agreement shall apply to this Appendix and every Interconnection, Resale Service, Network Element, facility, product or service and rate provided hereunder.

APPENDIX SS7

TABLE OF CONTENTS

1. INTRODUCTION.....3

2. SERVICE DESCRIPTION.....4

3. DEFINITIONS9

4. MANNER OF PROVISIONING11

5. DESCRIPTION OF RATE ELEMENTS13

6. RATES AND CHARGES17

7. ORDERING THE SERVICE17

8. RESPONSIBILITIES OF SBC-12STATE18

9. RESPONSIBILITIES OF CLEC19

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS20

APPENDIX SS7

APPENDIX FOR THE PROVISION OF SS7 SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable AT&T Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. CCS/SS7 is comprised of certain network elements, including Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition to such network elements, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.
- 1.2 AT&T Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-12STATE means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-7STATE means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 As used herein, SBC-2STATE means the applicable above listed ILECs doing business in California and Nevada.
- 1.7 As used herein, SBC-SWBT means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

- 1.8 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.

2. SERVICE DESCRIPTION

- 2.1 **SNET** does not offer access to the SS7 signaling network under this agreement. Rather, SS7 is available as described in DPUC ordered CT Access Service Tariff Section 18.2.8. SS7 interconnection arrangements between **SNET** and CLEC will be on an individual case basis (ICB) due to the individual architectures of both CLEC and **SNET** signaling networks and unique requirements of the individual parties.
- 2.2 **SS7 - Transport**
- 2.2.1 SS7 as defined in this Appendix above, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the **SBC-12STATE** below outlines the requirements by for interLATA signaling.
- 2.2.2 SS7 transport provides for the routing and screening of SS7 messages from **SBC-7STATE**'s pair of STPs (i.e. a mated pair) to a regional pair of STPs. In the **SBC-AMERITECH**, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a **SBC-AMERITECH** pair of designated Gateway STPs (i.e., a mated pair) to another **SBC-AMERITECH** pair of STPs within the same state only. The screening of messages provides for CLEC designation of signaling points associated with CLEC and controls which messages may be allowed or not allowed by **SBC-12STATE**'s STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation of the message address, if needed.
- 2.2.3 SS7 transport provides routing of messages for all parts of the SS7 protocol including, for example, Message Transfer Part ("MTP") messages, Integrated Services Digital Network User Part ("ISDNUP" or "ISUP") messages, Signaling Connection and Control Part ("SCCP") messages, and Transaction Capability Application Part ("TCAP") messages. SS7 transport provides for screening and routing of signaling messages based on the SS7

protocol. These messages may support other applications and services, such as, Toll Free Database services. SS7 transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of **SBC-12STATE**'s STP. These services are restricted to **SBC-12STATE**'s existing database services.

- 2.2.4 SS7 transport provides screening and routing of messages that are generated by the action of CLEC's signaling point, or messages that are generated by a signaling point connected via CLEC's signaling point.

2.3 Dedicated Signaling Links

- 2.3.1 Dedicated Signaling Links provide physical access to **SBC-12STATE**'s signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between CLEC STPs or switches and the **SBC-12STATE** STP mated pair. The CLEC designated Signaling Points of Interconnection (SPOI) are at **SBC-7STATE**'s STP, an **SBC-7STATE** serving wire center or are collocated in an **SBC-12STATE** wire center. In the **SBC-AMERITECH** the SPOI is always collocated in the **SBC-AMERITECH** STP serving office. This means of collocation is required in the **SBC-AMERITECH** for access to the **SBC-AMERITECH** STP. The links are fully dedicated to the use of CLEC and provide the screening and routing usage for the **SBC-12STATE** STP to which the link is connected. Dedicated Signaling links are available to CLECs for their use in furnishing SS7-based services or applications to their End Users or other users of SS7 signaling information.

- 2.3.2 Signaling links must include the following elements:

2.3.2.1 Cross Connect

The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the **SBC-12STATE** STP building and connects the STP Port Termination to the CLEC SPOI.

2.3.2.2 STP Port

The STP Port is the physical termination of the signaling link (i.e. 56 kbps circuit) at **SBC-12STATE**'s STP. An STP Port is used for each 56 kbps Cross Connect terminated at **SBC-12STATE**'s STP.

2.3.2.3 SS7 Link

The SS7 Link provides a 56 kilobit per second digital facility when CLEC requires an interoffice facility to connect from CLEC's Dedicated Transport or Entrance Facility to the STP building location.

- 2.3.3 The STP Port shall provide for the use of **SBC-12STATE**'s STP to which the port is connected.
- 2.3.4 CLEC shall provide the portion of the signaling link from CLEC's premises within the LATA to **SBC-12STATE**'s STP location or CLEC SPOI using unbundled dedicated transport, or the optional bundled SS7 link and STP port. CLEC shall notify **SBC-12STATE** that the facility contains a signaling link service. Multiple facilities provided by **SBC-12STATE** will be identified so that **SBC-12STATE** may maintain facility diversity between links and linksets that require diversity. CLEC shall identify the DS-1 and the channel of a DS-1 that will be used for the signaling link.
- 2.3.5 CLEC shall identify to **SBC-12STATE** the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location **SBC-12STATE** shall provide a STP Access Link. The STP Access Link will connect to the DS-0 Cross Connect at the STP location.
- 2.3.6 When CLEC uses an alternative DS-1 facility or arrangements, or agrees to allow a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia, GR-905-CORE, CLEC acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.
- 2.3.7 Signaling links are subject to **SBC-12STATE** interoperability testing and certification requirements per the Network Operations Forum Reference Document, GR-905-CORE and per **SBC-12STATE** Technical Publication, TP76638. In the **SBC-AMERITECH** Technical Publication AM-TR-OAT-000069 will apply in addition to the documents referenced above. In **SBC-2STATE** PUB L-780023-**SBC-2STATE** may be substituted for TP76638 and first interconnections to **PACIFIC**'s signaling network per CLEC and per signaling point type of equipment will require CLECs completion of **PACIFIC**'s CCS/SS7

interconnection questionnaire and pre-ordering meetings to exchange information and schedule inter-operability testing and pre-ordering meetings. Each individual set of links from CLEC switch to SBC-12STATE STP will require a pre ordering meeting to exchange information and schedule testing for certification by SBC-12STATE.

2.9 Dedicated Signaling Links Technical Requirements

2.9.1 Unbundled Dedicated Signaling Links will perform in the following two ways:

2.9.1.1 as an “A-link”, which is a connection between a switch and a home signaling transfer point (STP) mated pair; and

2.9.1.2 as a “B-link” or “D-link,” which is an interconnection between STPs in different signaling networks.

2.9.2 When CLEC provides its own switch or STP, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through CLEC purchase of an SBC-12STATE dedicated transport facility, previously referred to as the “Access Connection”. Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

2.9.3 In each LATA in which CLEC desires Dedicated Signaling Links for interconnection to the SBC-12STATE SS7 Signaling Network, CLEC must purchase dedicated signaling links to each STP of a mated pair of STPs.

2.9.4 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. SBC-12STATE will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

2.9.5 When CLEC requests that SBC-12STATE add a Signaling Point Code (SPC), CLEC will identify to SBC-12STATE the SPCs associated with the CLEC set of links and will pay a non-recurring charge per STP pair at the rates set forth in Appendix Pricing UNE – Schedule of Prices, “Point Code Addition”. This rate element will not apply in SBC-2STATE.

2.9.6 CLEC will notify **SBC-12STATE** in writing thirty (30) days in advance of any material change in CLEC's use of such SS7 signaling network, including but not limited to any change in CLEC SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.10 **Signaling Transfer Points (STPs)**

2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

2.10.2 Use of the STP routes signaling traffic generated by action of CLEC to the destination defined by **PACIFIC**'s signaling network, excluding messages to and from an **SBC-7STATE** local switching unbundled network element. Integrated services digital network user (ISUP) and Translational Capabilities Application Part (TCAP) signaling traffic addressed to SPs associated with CLEC set of links will be routed to CLEC.

2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a **SBC-12STATE** designated STP pair to a to a **SBC-12STATE** STP pair. In the **SBC-AMERITECH** this arrangement will only be provided for STPs located in the same state. In the **SBC-7STATE**, the rate, per octet, will apply to octets comprising ISUP and TCAP messages. In the **SBC-AMERITECH** the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages. In the **SBC-2STATE**, SS7 transport is not available. However, transit signaling provides the ability for an interconnecting network (ICN) to pass signaling information through the **SBC-2STATE** network to a third party without requiring a trunking connection by a third party with **SBC-2STATE**.

2.10.4 In such instance as CLEC utilizes **SBC-12STATE**'s Local Switching Network Element, CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the **SBC-12STATE** SS7 signaling on a per call basis.

2.11 **STP Technical Requirements**

2.11.1 STPs will provide signaling connectivity to the following network elements connected to the **SBC-12STATE** SS7 network: **SBC-**

12STATE Local Switching or Tandem Switching; SBC-12STATE Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the SBC-12STATE STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC may specify screening parameters so as to allow transient messages to cross the SBC-12STATE SS7 Network. The Parties will identify to each other the GTT type information for message routing. CLEC will pay a non-recurring charge when CLEC requests SBC-12STATE add GTT type information for message routing, in connection with its use of unbundled signaling.

2.12 Interface Requirements

2.12.1 SBC-12STATE will provide STP interfaces to terminate A-links, B-links, and D-links.

2.12.2 CLEC will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. SBC-12STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-12STATE STPs.

2.12.3 SBC-12STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-SWBT STPs.

3. DEFINITIONS

3.1 Common Channel Signaling (“CCS”)

A high-speed specialized packet switched communications network that is separate (out-of-band) from the public packet switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points (SS7 nodes) in the CCS network.

3.2 Interoperability Testing

Testing performed by representatives from SBC-12STATE and CLEC to determine proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This is often referred to as TR-905 Compatibility Testing.

- 3.3 Octet
8-bits of binary information.
- 3.4 Service Control Point (“SCP”)
A node in the CCS network that provides a database functionality.
- 3.5 Service Switching Point (“SSP”)
A signaling point that can launch queries to databases and receive/interpret responses used to provide specific End User services.
- 3.6 Signal Transfer Point (“STP”)
A packet switch in the CCS network that is used to route SS7 protocol signaling messages between signaling nodes. A STP provides screening and routing of SS7 messages. STPs transfer signaling messages to other networks.
- 3.7 Signaling Link
An end-to-end high-capacity digital, data quality, link operating at 56 kilobits per second that transmits signaling information in the form of signaling messages from one network SS7 node to another node in a CCS network. The Link Type identifies the functionality of the signaling link sets.
- 3.8 Signaling Point (“SP”)
A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 3.9 Signaling Point Code (“SPC”)
An identifier code that identifies a signaling point in the CCS network. The signaling point code provides an address within the CCS network which enables messages to be routed to signaling points. Signaling Point Codes are 24-bit binary numbers comprised of three segments:
- (a) the Network Identification;
 - (b) the Network Cluster; and
 - (c) the Member number within the cluster.
- Signaling Point Codes are represented digitally as AAA-AAA-AAA, where “AAA” represents a decimal number from 000 to 255.
- 3.10 Signaling Point of Interface (“SPOI”)

A mutually agreed point at which **SBC-12STATE** hands off signaling information to CLEC.

3.11 Signaling System 7 (“SS7”)
See SS7 Protocol.

3.12 Signaling System 7 (“SS7”) Protocol
The signaling protocol, Version 7, used by the nodes of the CCS network. The SS7 protocol used by **SBC-12STATE** is the American National Standards Institute (“ANSI”) standard protocol defined by Bellcore Generic Requirement, GR-246-CORE, defined by Bellcore requirements (GR-317-CORE, GR-394-CORE, GR-444-Core, GR-606-CORE, GR-82-CORE, GR-905-CORE and various other documents) and defined by **SBC-12STATE**’s Technical Publication L-780023 PB/LB.

4. MANNER OF PROVISIONING

4.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

4.2 SS7 Transport

4.2.1 CLEC shall use SS7 transport subject to the screening and routing information of **SBC-12STATE**’s STPs. **SBC-12STATE** shall provide information to CLEC on the routes and signaling point codes served by **SBC-12STATE**’s STPs.

4.2.2 SS7 transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

4.2.3 CLEC shall route TCAP queries when feasible pursuant to the SS7 Protocol to **SBC-12STATE**’s “regional” STP pair that directly serves the database of TCAP messages. SS7 Transport shall route TCAP responses from a **SBC-12STATE** “regional” STP pair to another **SBC-12STATE** STP pair.

4.2.4 When CLEC requires modification of **SBC-12STATE**’s SS7 Service components not otherwise provided in this Appendix, the modifications may be furnished pursuant to the Bona Fide Request (“BFR”) process as outlined in Appendix UNE.

- 4.2.5 SS7 transport provides a signaling route for messages only to signaling points to which **SBC-12STATE** has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When **SBC-12STATE** does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other **SBC-12STATE** pairs of STPs, until ordered. When **SBC-12STATE** or CLEC, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within and connected to **SBC-12STATE**'s signaling network per the standard requirements of the SS7 protocol.
- 4.2.6 Disputes concerning the association of a signaling point among specific link sets associated with **SBC-12STATE**'s mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide ("LERG"), Section 1, Assignment of Signaling Point Codes.

4.3 Signaling Links

- 4.3.1 CLEC shall provide the signaling points and signaling point codes associated with CLEC. CLEC shall provide information to **SBC-12STATE** to allow **SBC-12STATE** to translate **SBC-12STATE** STPs. The information shall define the screening and routing information for the signaling point codes of CLEC. This information may include global title address, translation type and subsystem designations as needed.
- 4.3.2 **SBC-12STATE** mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of links can be either:
- (a) "A" Link Sets from CLEC's Signaling Point ("SP")/Service Switching Point ("SSP"). A minimum of two links will be required, one from the SP/SSP to each STP; or,
 - (b) "B/D" Link Sets from STPs that are connected to **SBC-12STATE**'s mated pair of STPs. A minimum of four links will be required (i.e., a "quad") between the two pairs of STPs. When CLEC provides its own channelized facility, an STP Port and Cross Connect is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. ("NECA") Tariff FCC No. 4.

- 4.4 A pre-order meeting will define **SBC-12STATE**'s facility availability and the degree of diversity in both **SBC-12STATE**'s physical network and CLEC's physical network from signaling point to signaling point for the link.
- 4.5 When CLEC requires an SS7 Link, CLEC and **SBC-12STATE** shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The degree of diversity in both **SBC-12STATE**'s network and CLEC's network shall be exchanged. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives. If CLEC requires a degree of diversity greater than is available in **SBC-12STATE**'s network, CLEC shall submit a BFR.
- 4.6 All applicable signaling point codes for each signaling link must be installed at each of **SBC-12STATE**'s interconnecting STPs.
- 4.7 Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs intermediate Access Tandems in its network. **SBC-12STATE** makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-**SBC-12STATE** signaling points.
- 4.8 Provisioning of the SS7 Service is in accordance with **SBC-7STATE** TP76638 **SBC-AMERITECH** AM-TR-OAT-000069 and GR-905-CORE, as amended or **SBC-2STATE** PUB L780023-**SBC-2STATE**.
- 4.9 When CLEC uses the SS7 Links of another party (the Signaling Service Provider), CLEC shall submit a Shared Service Agreement to **SBC-12STATE**. The Signaling Service Provider shall also submit an order for **SBC-12STATE** to change the routing or screening information associated with its signaling links.
- 4.10 Use of the STP
- 4.10.1 When CLEC orders **SBC-12STATE** unbundled Local Switching, the use of the STP shall apply. No order or provisioning by CLEC is needed. The **SBC-12STATE** Local Switch will use the **SBC-12STATE** SS7 signaling network.

5. DESCRIPTION OF RATE ELEMENTS

- 5.1 Description of Rate Elements **SBC-AMERITECH**
- 5.1.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and

nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an **SBC-AMERITECH** end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.

5.1.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

5.1.3 Signal Formulation

5.1.3.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the **SBC-AMERITECH** tandem for CLEC to **SBC-AMERITECH** terminated calls.

5.1.4 Signal Transport

5.1.4.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the **SBC-AMERITECH** end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the **SBC-AMERITECH** end office (excluding LIDB and 800 Access Service).

5.1.5 Signal Switching

5.1.5.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is

switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

5.1.6 Signal Tandem Switching

5.1.6.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an **SBC-AMERITECH** STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

5.2 DESCRIPTION OF RATE ELEMENTS SBC-7STATE

5.2.1 The following rate elements apply to **SBC-7STATE** SS7 Service:

5.2.2 SS7 Transport

5.2.2.1 SS7 Transport shall be measured per octet of information screened and routed.

5.2.2.2 CLEC shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional **SBC-7STATE** STP pair. A usage rate applies per octet generated by action of CLEC.

5.2.2.3 SS7 Transport is not available in the **SBC-2STATE**.

5.2.3 Dedicated Signaling Links

5.2.3.1 SS7 Link Cross Connect

5.2.3.1.1 CLEC shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to unbundled dedicated facility or connection to a collocation cage. Rates are per month and nonrecurring installation per first or additional cross connects ordered and shall apply on a per order basis.

5.2.3.2 STP Port Termination

5.2.3.2.1 CLEC shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the **SBC-7STATE** STP. One STP Port Termination must be installed at **SBC-7STATE**'s interconnecting STP for each Dedicated Signaling Link.

5.2.3.2.2 There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

5.2.3.3 STP Access Link

5.2.3.3.1 CLEC shall pay the STP Access Link rate element for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month.

5.2.4 Signaling Point Code Addition

5.2.4.1 CLEC shall pay the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network signaling point code at a **SBC-7STATE** STP. CLEC shall pay a nonrecurring charge per SPC established at each STP.

5.2.5 Global Title Translation (GTT) Addition

5.2.5.1 CLEC shall pay the GTT Addition rate element for the establishment of CLEC's GTA, translation type or subsystem information in the **SBC-7STATE** STP translations. CLEC shall pay a nonrecurring charge per GTT established at each STP.

5.2.6 Use of the STP Per Call

5.2.6.1 CLEC shall pay the Use of the STP Per Call rate element for Use of the **SBC-7STATE** STP. The rate shall apply for each call originated by CLEC subscribers using the **SBC-7STATE** Local Switching Network Element. The rate is based on an assumed mean quantity of 200 octets of

signaling used for each originated call times the STP Transport rate element.

5.2.6.2 The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when CLEC uses the **SBC-7STATE** Local Switching network element.

6. RATES AND CHARGES

- 6.1 Appendix PRICING, which is attached hereto and made a part hereof, contains the Rates and Charges for the elements described above.
- 6.2 Mileage is calculated based on the airline distance between the locations involved, using the V & H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariffs FCC No. 4 and 5.

7. ORDERING THE SERVICE

CLEC shall abide by the following ordering guidelines:

- 7.1 SS7 Service
CLEC shall submit an LSR, identifying the set of links CLEC will use and identifying the service(s) associated with each SPC. CLEC shall identify Signaling Point Code and Global Title Translation information that must be translated into **SBC-12STATE**'s STPs.
- 7.2 Dedicated Signaling Links
CLEC shall submit an LSR identifying **SBC-12STATE**'s STPs, CLEC's premises, the circuit interconnection arrangement at CLEC's Dedicated Transport location and CLEC's signaling point. CLEC shall identify Signaling Point Code and the services associated with each SPC.
- 7.3 Call Set-Up Translations
CLEC shall submit an LSR identifying **SBC-12STATE**'s STPs and CLEC's signaling point code information that must be added or changed in **SBC-12STATE**'s STP translations. CLEC shall identify the SPC(s) and the services associated with each SPC.
- 7.4 Transit Signaling
CLEC shall submit an ISR containing the following in addition to the normally supplied information of the ordering Party's ACNA and Third Party Circuit ID ("TSC"):
 - (a) Origination Point Code ("OPC");
 - (b) Destination Point Code ("DCP");

- (c) Third Party ACNA
- (d) Third Party Circuit ID (“TSC”)

7.5 **Service Rearrangement**

CLEC shall order a SS7 Signaling Service Rearrangement per a BFR. The Parties shall meet to develop guidelines for SS7 service rearrangements on a case-by-case basis.

8. RESPONSIBILITIES OF SBC-12STATE

- 8.1 **SBC-12STATE** shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of **SBC-12STATE** or CLEC facilities, natural disasters, mass calling or national security demands.
- 8.2 **SBC-12STATE** shall determine the GTT and Translation Type (“TT”) route for messages routed to GTT which are associated with **SBC-12STATE** signaling points.
- 8.3 **SBC-12STATE** shall define regional functions and local functions of its STPs. **SBC-12STATE** will route ISUP messages within **SBC-12STATE**’s signaling network subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- 8.4 In the event that **SBC-12STATE** provides under this contract special service arrangements associated with diversity or other arrangements that do not strictly adhere to **SBC-7STATE** TP76638 **SBC-AMERITECH** AM-TR-OAT-000069, GR-905-CORE and as amended or **SBC-2STATE** PUB L-780023-PB/NB and are of non-compliance to the technical publications or not certified by **SBC-12STATE**, CLEC acknowledges that the service performance standards need not be met in the provision of the total service.
- 8.5 **SBC-12STATE** shall route messages generated by the action of CLEC throughout **SBC-12STATE**’s signaling network as defined in this Appendix. The content of the messages is for the use of signaling points of origination and destination. **SBC-12STATE** will not use any information within messages for any purpose not required by or related to the use of **SBC-12STATE**’s signaling network. **SBC-12STATE** will not divulge any message or any part of messages generated by CLEC to any

other party, except as required to manage **SBC-12STATE**'s signaling network or as may be required by law.

- 8.6 **SBC-12STATE** shall determine the monthly charges and issue an invoice to the billing address of CLEC for the respective service(s) requested by CLEC and provided by **SBC-12STATE**. The invoice will identify nonrecurring charges, recurring charges, and other charges and credits, as they apply.
- 8.7 **SBC-12STATE** shall work cooperatively and provide knowledgeable personnel to meet with CLEC in order to provision, test, and install the SS7 Service in a timely fashion.

9. RESPONSIBILITIES OF CLEC

- 9.1 CLEC shall provision the signaling links at CLEC's premises and from CLEC's premises to SBC-7STATE's STP location in a diverse, reliable, and technically acceptable manner in accordance with the standard SS7 protocol, as described in Bellcore GR-905-CORE, and **SBC-12STATE**'s network.
- 9.2 If CLEC requires a greater degree of diversity than **SBC-12STATE** provides in the existing network, a special facility, or a special routing of services, CLEC agrees to initiate a Wholesale Construction request and pay additional charges as **SBC-12STATE** may reasonably determine.
- 9.3 CLEC shall identify to **SBC-12STATE** the SPC(s) associated with CLEC's set of links.
- 9.4 When CLEC orders the use of **SBC-12STATE**'s STP, CLEC shall specify the set of signaling links to be used. If the links are provided to another party, CLEC shall warrant to **SBC-12STATE** that the other party is aware of the charges associated with the use of the STP and that the other party will pay the monthly charges for the use of **SBC-12STATE**'s STP.
- 9.5 CLEC shall identify to **SBC-12STATE** the Global Title and Translation Type information for messages that route to CLEC.
- 9.6 When routing messages addressed to **SBC-12STATE**'s Subsystem Number ("SSN"), CLEC shall use **SBC-12STATE**'s defined SSN designation of **SBC-12STATE**'s mated STP pair to which the message is routed.
- 9.7 CLEC shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP

Initial Address Messages are interchanged with **SBC-12STATE**'s signaling network.

- 9.8 CLEC shall verify the accuracy of information concerning the services ordered by CLEC.
- 9.9 CLEC shall designate the level of diversity associated with CLEC's premises. **SBC-12STATE** shall provide the same degree of diversity as CLEC provides.
- 9.10 CLEC shall work cooperatively and provide knowledgeable personnel to meet with **SBC-12STATE** in order to provision, test, and install the SS7 Service in a timely fashion.
- 9.11 CLEC shall furnish to **SBC-12STATE**, at the time the SS7 Service is ordered and annually thereafter, an updated three-year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour/busy month volumes. **SBC-12STATE** shall utilize the forecast in its own efforts to project further facility requirements.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 10.1 The General Terms and Conditions of this Agreement shall apply to this Appendix and every Interconnection, Resale Service, Network Element, function, facility, product or service and rate provided hereunder.

APPENDIX FOR ACCESS

TO SBC COMMUNICATION INC.'S

STRUCTURE

(POLES, CONDUITS, AND RIGHTS OF

WAYS)

TABLE OF CONTENTS

1. INTRODUCTION.....	4
2. DEFINITIONS	4
3. SCOPE OF APPENDIX	6
4. GENERAL PROVISIONS	7
5. DISCLAIMER OF WARRANTIES	8
6. INDEMNIFICATION.....	8
7. LIABILITIES AND LIMITATIONS OF LIABILITY.....	12
8. INSURANCE	13
9. ASSIGNMENT OF RIGHTS	13
10. TERMINATION OF APPENDIX OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES.....	15
11. CONFIDENTIALITY OF INFORMATION	16
12. ACCESS TO RIGHTS-OF-WAY	17
13. SPECIFICATIONS.....	18
14. ACCESS TO RECORDS.....	19
15. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS.....	20
16. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS	20
17. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)	21
18. CONSTRUCTION OF ATTACHING PARTY’S FACILITIES.....	23
19. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY’S FACILITIES	23
20. MODIFICATION OF ATTACHING PARTY’S FACILITIES	24
21. REQUIRED REARRANGEMENTS OF ATTACHING PARTY’S FACILITIES ..	24
22. EMERGENCY REPAIRS AND POLE REPLACEMENTS	25

23. INSPECTION BY SBC OF ATTACHING PARTY’S FACILITIES27

24. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS28

25. REMOVAL OF ATTACHING PARTY’S FACILITIES.....29

26. RATES, FEES, CHARGES, AND BILLING31

27. PERFORMANCE AND PAYMENT BONDS.....31

28. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS32

13-STATE STRUCTURE ACCESS AGREEMENT TO POLES, CONDUITS, AND RIGHTS-OF-WAY

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable AT&T Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

2. DEFINITIONS

- 2.1 Definitions in general. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 2.2 to 2.14 except as the context otherwise requires.
- 2.2 Conduit. The term “conduit” refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Appendix, the term “conduit” refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.
- 2.3 Conduit system. The term “conduit system” refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term “conduit system” does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.
- 2.4 Duct. The term “duct” refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Appendix, the term “duct” includes “inner ducts” created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.
- 2.5 Handhole. The term “handhole” refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term “handhole” refers only to handholes which are part of **SBC-13STATE**'s

conduit system and does not refer to handholes which provide access to buried cables not housed within **SBC-13STATE** ducts or conduits. As used in this Appendix, the term “handhole” refers only to handhole structures owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment located within handhole structures.

- 2.6 **Occupancy Permit.** The term “occupancy permit” refers to a written instrument confirming that **SBC-13STATE** has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or right-of-way space.
- 2.7 **Maintenance Duct.** The term “maintenance duct” generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term “maintenance duct” does not include ducts and conduits extending from an **SBC-13STATE** manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.
- 2.8 **Make-ready work.** The term “make-ready work” refers to all work performed or to be performed to prepare **SBC-13STATE**’s poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party’s facilities.
- 2.9 **Manhole.** The term “manhole” refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of **SBC-13STATE**’s conduit system. As used in this Appendix, the term “manhole” does not include cables and other telecommunications equipment located within manhole structures.
- 2.10 **Other User.** The term “Other User” refers to entities, other than the Attaching Party, with facilities on an **SBC-13STATE** pole, duct, conduit or right-of-way to which the Attaching Party has obtained access. Other Users may include **SBC-13STATE**, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in **SBC-13STATE**’s poles, ducts, conduits or rights-of-ways).
- 2.11 **Overlashing.** The term “Overlashing” refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.
- 2.12 **Pole.** The term “pole” refers to poles (and associated anchors) which are owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment attached to pole structures.

- 2.13 **Rights-of-way**. The term “rights-of-way” refers to **SBC-13STATE** owned or controlled legal rights to pass over or through property of another party and used by **SBC-13STATE** for its telecommunications distribution system. For purposes of this Appendix, “rights-of-way” includes property owned by and used by **SBC-13STATE** for its telecommunications distribution facilities. Rights-of-way does not include:
- 2.13.1 cables and other telecommunications equipment buried or located on such rights-of-way,
 - 2.13.2 public rights of way (which are owned by and subject to the control of governmental entities), or
 - 2.13.3 any space which is owned and controlled by a third-party property owner and occupied by **SBC-13STATE** with permission from such owner rather than as a matter of legal right.
- 2.14 **Structure**. The term “Structure” refers collectively to poles, ducts, conduits and rights-of-way.

3. SCOPE OF APPENDIX

- 3.1 This Appendix establishes the rates, terms, conditions, and procedures by which **SBC-13STATE** shall provide non-discriminatory access to **SBC-13STATE**'s Structure. Separate tariffs, appendix, or agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Appendix provided however, that nothing in this Appendix shall be deemed an agreement or waiver by CLEC with respect to access to such facilities:
- 3.1.1 **SBC-13STATE**'s central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from **SBC-13STATE**'s central offices;
 - 3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;
 - 3.1.3 ducts and conduits located within buildings owned by **SBC-13STATE**; and
 - 3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by **SBC-13STATE** from third-party property owners for purposes other than to house cables and other equipment in active service as part of **SBC-13STATE**'s network distribution operations.

- 3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.
- 3.3 No Effect on **SBC-13STATE**'s Right to Abandon, Convey or Transfer Structure Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall in any way affect **SBC-13STATE**'s right to abandon, convey, or transfer to any other person or entity **SBC-13STATE**'S interest in any of **SBC-13STATE**'S Structure. **SBC-13STATE** shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.
- 3.4 Effect of Underlying Agreements. To the extent required by an existing agreement between SNET and a power utility relating to the licensing of attachments by 3rd parties to poles jointly owned or used by SNET and the power utility, this Agreement shall not be effective until approved by the power utility or until CLEC obtains the consent of the power utility to attach to poles jointly owned under the terms of this Agreement. SNET shall promptly seek the approval of the power utility and both parties shall cooperate as necessary in seeking such consent.

4. GENERAL PROVISIONS

- 4.1 Guidelines for Access. This Appendix, together with the interconnection Agreement, if any, of which this Appendix is a part, and The Guidelines for Access to **SBC-13STATE** Structure are attached hereto and incorporated herein by reference.
- 4.2 Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Attaching Party and **SBC-13STATE** relating to the placement and maintenance of Attaching Party's facilities on and within **SBC-13STATE**'s poles, ducts, and conduits within this State.
- 4.3 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Appendix.
- 4.4 In addition to Section 35.1 of the General Terms and Conditions ("GT&C's"), the parties shall at all times observe and comply with, and the provisions of this Appendix are subject to, all applicable federal, state, and local laws, ordinances,

and regulations which in any manner affect the rights and obligations of the parties, with regard to the subject matter of this Appendix. Nothing contained in this paragraph shall be deemed to waive the right of either Party to object to the application of any law, ordinance, or regulation to the subject matter of this Appendix or related matters.

- 4.5 Reclamation: In California, any reclamation by licensee shall be in conformance with D.98-10-058.

5. **DISCLAIMER OF WARRANTIES**

- 5.1 **SBC-13STATE** MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND RIGHT OF WAYS ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

6. **INDEMNIFICATION**

- 6.1 Applicability: The parties agree that this Section shall apply to matters arising under this Appendix, in lieu of the Indemnification Section 27 of the GT&C's, which shall not apply to these matters.
- 6.2 Definitions. The term "Claims" as used in Section 8 shall mean any suit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.
- 6.3 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an "indemnifying party") shall be required to indemnify or defend the other party (as an "indemnified party") against, or hold the indemnified party harmless from, any Claims arising out of:
- 6.3.1 any breach by the indemnified party of any provision of this Appendix or any breach by the indemnified party of the parties' interconnection Agreement, if any;
 - 6.3.2 the violation of any law by any employee of the indemnified party or other person acting on the indemnified party's behalf;
 - 6.3.3 willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party's behalf; or

- 6.3.4 any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the Claim for which indemnity is requested.
- 6.4 Workplace Injuries. Except as expressly provided in this Appendix to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of **SBC-13STATE**'s Structure.
- 6.5 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf.
- 6.6 THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.
- 6.7 Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3, or other claims subject to Section 8.4) made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party.
- 6.8 Injuries to Third Parties and Third party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf.
- 6.9 Indemnification for Environmental Claims.
- 6.9.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any

death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of

6.9.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or

6.9.1.2 any provision or requirement of this Appendix dealing with hazardous substances or protection of the environment.

6.9.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way.

6.9.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any **SBC-13STATE** pole, duct, conduit, or right-of-way.

6.9.4 Except as otherwise specifically provided in this Section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

6.10 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, of every kind and character, made, brought, or sought against **SBC-13STATE** by any person or entity, arising out of or in connection with the subject matter of this Appendix and based on either:

- 6.10.1 claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on **SBC-13STATE** due to the placement or presence of Attaching Party's facilities on or within **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way; or
- 6.10.2 claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.
- 6.11 **Attaching Party's General Indemnity Obligations to SBC-13STATE.** This Section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against **SBC-13STATE** pursuant to this Appendix or other provisions in the parties' interconnection Agreement, if any. Except as otherwise expressly provided in this Appendix to the contrary, and subject to the exclusions set forth in Section 8.3, Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Appendix, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.
- 6.12 **SBC-13STATE's General Indemnity Obligations to Attaching Party.** This Section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from **SBC-13STATE**'s enforcement of its rights against Attaching Party pursuant to this Appendix or other provisions in the parties' interconnection Agreement, if any. Except as otherwise expressly provided in this Appendix to the contrary, **SBC-13STATE** shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with **SBC-13STATE**'s access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, **SBC-13STATE**'s performance of any acts authorized under this Appendix, or the presence or activities of **SBC-13STATE**'s employees or other personnel acting on **SBC-13STATE**'s behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.

7. LIABILITIES AND LIMITATIONS OF LIABILITY

- 7.1 Applicability: The parties agree that this Section shall apply to matters arising under this Appendix, in lieu of the Limitation of Liability Section 28 of the GT&C's, which shall not apply to these matters.
- 7.2 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS APPENDIX, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.
- 7.3 **SBC-13STATE** Not Liable to Attaching Party for Acts of Third Parties or Acts of God. By affording Attaching Party access to **SBC-13STATE** Structure **SBC-13STATE** does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 9.5 of this Appendix, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to **SBC-13STATE**'s poles or placed in **SBC-13STATE**'s Structure and **SBC-13STATE** shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 9.5. In no event shall **SBC-13STATE** be liable to Attaching Party under this Appendix for any death of person or injury, loss, or damage resulting from the acts or omissions of (1) any Other User or any person acting on behalf of an Other User, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way in any capacity other than as a **SBC-13STATE** employee or person acting on **SBC-13STATE**'s behalf. In no event shall **SBC-13STATE** be liable to Attaching Party under this Appendix for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on **SBC-13STATE**'s behalf, cable cuts by persons other than **SBC-13STATE**'s employees or persons acting on **SBC-13STATE**'s behalf, or other causes beyond **SBC-13STATE**'s control which occur at sites subject to this Appendix.

- 7.4 **Damage to Facilities.** Each party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the party and persons acting on the party's behalf. A party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other party, and/or Other Users for any property damaged caused by the party or persons acting on the party's behalf.
- 7.5 **No Limitations of Liability in Contravention of Federal or State Law.** Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

8. INSURANCE

- 8.1 At all times in which the Attaching Party has attachments to **SBC-13STATE** poles, or is occupying **SBC-13STATE** conduit or right-of-way, Attaching Party shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set forth in the General Terms and Conditions Section 19.6 Insurance, in addition to this Section below. Such insurance and coverage shall not only cover the Attaching Party, but it must cover all contractors, subcontractors and/or any other person acting on Attaching Party's behalf, that are providing services under this Appendix.
- 8.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Appendix and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.

9. ASSIGNMENT OF RIGHTS

- 9.1 Overlapping of Attaching Party's facilities on **SBC-13STATE** poles by a third party will be allowed under the following conditions:
- 9.1.1 The Overlapping entity must enter into an Appendix with **SBC-13STATE** for access to **SBC-13STATE** Structures and abide by the terms and conditions of such an Occupancy Permit.
- 9.1.2 The Overlapping entity must obtain written approval from the Attaching Party and provide a copy to **SBC-13STATE** prior to submitting a request for access to structure.
- 9.1.3 The Overlapping party must submit a written request for access to structure, and indicate on the request that the request is for Overlapping of an existing attachment of the Attaching Party.

- 9.1.3.1 The Overlashing entity is responsible for paying the fees for Overlashing set forth in Appendix Pricing which are separate and in addition to the fees paid by the Attaching Party.
- 9.1.3.2 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without **SBC-13STATE**'s consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Appendix, subject to the express terms of this Appendix. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Appendix shall assume all outstanding obligations of Attaching Party under the Appendix and provide proof satisfactory to **SBC-13STATE** that such lender or third party has complied or will comply with all requirements established under this Appendix. Notwithstanding any provisions of this Appendix to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Appendix, including liability to **SBC-13STATE** for any act, omission, default, or obligation that arose or occurred under the Appendix prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Appendix, as applicable.
- 9.1.3.3 No assignment or transfer by Attaching Party of rights under this Appendix, occupancy permit subject to this Appendix, or authorizations granted under this Appendix shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured **SBC-13STATE**'s prior written consent to the assignment or transfer, if necessary, and given **SBC-13STATE** notice of the assignment or transfer pursuant to Section 47 of the General Terms and Conditions.

- 9.2 Incorporations, Mergers, Acquisitions, Assignment, Assumption of Liabilities and Other Changes in Attaching Party's Legal Identity. The General Terms and Conditions in this Agreement apply to Incorporations, Mergers, Acquisitions, Assignment, Assumption of Liabilities and Other Changes in Attaching Party's Legal Identity.
- 9.3 Sub-Permits Prohibited. Nothing contained in this Appendix shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Appendix or occupancy permits subject to this Appendix to any third party. Except as otherwise expressly permitted in this Appendix, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

10. **TERMINATION OF APPENDIX OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES**

- 10.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Appendix and all occupancy permits subject to this Appendix shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to **SBC-13STATE**'s poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way.
- 10.2 Individual occupancy permits subject to this Appendix shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or right of way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.
- 10.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to **SBC-13STATE**'s Structure shall not materially interfere with or impair service over any facilities of **SBC-13STATE** or any Other User, cause material damage to **SBC-13STATE**'s plant or the plant of any Other User, impair the privacy of communications carried over the facilities of **SBC-13STATE** or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, **SBC-13STATE** may limit, terminate or refuse access if Attaching Party violates this provision.

- 10.4 Notice and Opportunity to Cure Breach. The provisions of the General Terms and Conditions shall apply here.
- 10.5 Remedies for Breach. The provisions of the General Terms and Conditions shall apply here.

11. CONFIDENTIALITY OF INFORMATION

- 11.1 Information Provided by Attaching Party to **SBC-13STATE**. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by Attaching Party to **SBC-13STATE** in connection with this Appendix (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about **SBC-13STATE** facilities. This article does not limit the use by **SBC-13STATE** of aggregate information relating to the occupancy and use of **SBC-13STATE**'s Structure by firms other than **SBC-13STATE** (that is, information submitted by Attaching Party and aggregated by **SBC-13STATE** in a manner that does not directly or indirectly identify Attaching Party).
- 11.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to **SBC-13STATE** in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.
- 11.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, **SBC-13STATE** and persons acting on **SBC-13STATE**'s behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:
- 11.3.1 posting information, as necessary, to **SBC-13STATE**'s outside plant records;
- 11.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing **SBC-13STATE**'s Structure and any **SBC-13STATE** facilities located on, within, or in the vicinity of such Structure;

- 11.3.3 performing **SBC-13STATE**'s obligations under this Appendix and similar Agreements with third parties;
 - 11.3.4 determining which of **SBC-13STATE**'s Structure are (or may in the future be) available for **SBC-13STATE**'s own use, and making planning, engineering, construction, and budgeting decisions relating to **SBC-13STATE**'s Structure;
 - 11.3.5 preparing cost studies;
 - 11.3.6 responding to regulatory requests for information;
 - 11.3.7 maintaining **SBC-13STATE**'s financial accounting records; and
 - 11.3.8 complying with other legal requirements relating to Structure.
- 11.4 state, or local laws, regulations,

12. ACCESS TO RIGHTS-OF-WAY

- 12.1 To the extent **SBC-13STATE** has the authority to do so, **SBC-13STATE** grants Attaching Party a right to use any right-of-way for **SBC-13STATE** poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on **SBC-13STATE**'s poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the **SBC-13STATE** pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by **SBC-13STATE**. **SBC-13STATE** does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.
- 12.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.
- 12.3 Access to Rights-of-Way Generally. At locations where **SBC-13STATE** has access to third-party property pursuant to non-exclusive rights-of-way, **SBC-13STATE** shall not interfere with Attaching Party's negotiations with third-party

property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where SBC-13STATE has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, SBC-13STATE shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying Agreement with the property owner permits SBC-13STATE to provide such access, and provided further that SBC-13STATE's charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by SBC-13STATE to obtain the right-of-way, plus any other documented legal, administrative, and engineering costs incurred by SBC-13STATE in obtaining the right-of-way and processing Attaching Party's request for access.

13. SPECIFICATIONS

- 13.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to SBC-13STATE's poles or occupying space in SBC-13STATE's ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix and the Administrative Guide.
- 13.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:
 - 13.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";
 - 13.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");
 - 13.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");
 - 13.2.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,
 - 13.2.5 the SBC-13STATE Structure Access Guidelines
- 13.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of SBC-13STATE's manholes and access to SBC-13STATE's conduit system.

- 13.3.1 Attaching Party will notify SBC-13STATE not less than 5 business days in advance before entering SBC-13STATE's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.
- 13.3.2 An authorized employee or representative of SBC-13STATE may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within SBC-13STATE's conduit system. Attaching Party shall reimburse SBC-13STATE for costs associated with the presence of SBC-13STATE's authorized employee or representative.
- 13.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

14. ACCESS TO RECORDS

- 14.1 SBC-13STATE will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of SBC-13STATE's Structure. Upon request, SBC-13STATE will meet with the Attaching Party to clarify matters relating to maps, records or additional information. SBC-13STATE does not warrant the accuracy or completeness of information on any maps or records.
- 14.2 Maps, records or information are and remain the proprietary property of SBC-13STATE, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to SBC-13STATE's Structure, and may not be resold, reproduced or disseminated by the Attaching Party.
- 14.3 SBC-13STATE will provide information currently available on the SBC-13STATE's maps and/or records regarding:
- 14.3.1 the location of Structure and street addresses for manholes and poles as shown on SBC-13STATE's maps;
- 14.3.2 the footage between manholes or lateral ducts lengths, as shown on SBC-13STATE's maps;
- 14.3.3 the footage between poles, if shown on SBC-13STATE's maps;
- 14.3.4 the total capacity of the Structure
- 14.3.5 the existing utilization of the Structure.

- 14.4 **SBC-13STATE** will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by **SBC-13STATE**.
- 14.5 **SBC-13STATE** will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to the Attaching Party.

15. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

- 15.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified **SBC-13STATE** poles or placing facilities within specified **SBC-13STATE** ducts, conduits, or rights-of-way.
- 15.2 Structure Access Request Form. To apply for an occupancy permit under this Appendix, Attaching Party shall submit to **SBC-13STATE** the appropriate **SBC-13STATE** request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific **SBC-13STATE** Structure.
- 15.3 Make-Ready Survey. A Make-Ready survey must be completed by **SBC-13STATE** or, other than in SNET, the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable **SBC-13STATE** to
- 15.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to **SBC-13STATE** structures;
 - 15.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare **SBC-13STATE**'s poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy; and
 - 15.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

16. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

- 16.1 Selection of Space. **SBC-13STATE** will select or approve the Attaching Party's selection of the space Applicant will occupy on **SBC-13STATE**'s poles or in **SBC-13STATE**'s conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Agreement. Where required by law or franchise Agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be

deemed available for use by **SBC-13STATE**, Attaching Party, and other parties entitled to access under applicable law.

16.2 **Pole, Duct, and Conduit Space Assignments.**

16.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by **SBC-13STATE**, the pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

16.2.2 **PACIFIC**: The pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months in **PACIFIC** only as detailed by the California Public Utility Commission.

16.2.3 **SBC-13STATE** may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If **SBC-13STATE** assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate **SBC-13STATE** record if **SBC-13STATE** has not occupied such assigned space within such 12 month period.

16.2.4 **PACIFIC**: Space assignment is 9 months in California.

16.2.5 Notices and applications including assignment requests will be date-and time-stamped on receipt.

17. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)

17.1 **Response Within 45 Days.** Within 45 days of Attaching Party's submission of a request for access to **SBC-13STATE** Structure, **SBC-13STATE** shall provide a written response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, **SBC-13STATE** will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. **SBC-13STATE** will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

17.2 If access is granted the response will further advise Attaching Party in writing of:

17.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare **SBC-13STATE**'s Structure, and

- 17.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.
- 17.3 **Make-ready Work**. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either
- 17.3.1 submit payment for the estimate authorizing **SBC-13STATE** or its contractor to complete the make-ready work; or
- 17.3.2 other than in SNET, advise **SBC-13STATE** of its willingness to perform the proposed make-ready work itself if permissible in the application area.
- 17.4 Make-ready work performed by Attaching Party, or by an authorized contractor selected by Attaching Party, shall be performed in accordance with **SBC-13STATE**'s specifications and in accordance with the same standards and practices which would be followed if such work were being performed by **SBC-13STATE** or **SBC-13STATE**'s contractors. Neither Attaching Party nor authorized contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of **SBC-13STATE**'s Structures or interferes with any existing use of **SBC-13STATE**'s facilities or the facilities of any Other User.
- 17.5 **Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities**. Attaching Party shall make arrangements with the Other Users with facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in **SBC-13STATE**'s poles, ducts, conduits and rights of ways.
- 17.6 **Reimbursement for the Creation or Use of Additional Capacity**. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to **SBC-13STATE** for the use of such additional capacity. If **SBC-13STATE** utilizes additional space or capacity created at Attaching Party's expense, **SBC-13STATE** will reimburse Attaching Party on a pro-rata basis for **SBC-13STATE**'s share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. **SBC-13STATE** will notify the Attaching Party if any entity, including **SBC-13STATE**, attaches facilities to additional capacity on **SBC-13STATE**'s Structure created at the Attaching Party's expense. **SBC-13STATE** shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.

- 17.7 If Attaching Party utilizes space or capacity on any **SBC-13STATE** Structure created at **SBC-13STATE**'s expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of **SBC-13STATE**'s capacity creation costs.
- 17.8 Occupancy Permit and Attachment. After all required make-ready work is completed, **SBC-13STATE** will issue an occupancy permit confirming that Attaching Party may attach specified facilities to **SBC-13STATE**'s Structure.
- 17.9 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will be considered available for use by **SBC-13STATE** or Other User.
- ***PACIFIC** only: Space assignment shall not exceed nine (9) months in California.
- 17.10 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by **SBC-13STATE** to the Attaching Party.

18. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 18.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to **SBC-13STATE**'s poles and the placement of such facilities in **SBC-13STATE**'s ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.
- 18.2 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide **SBC-13STATE** with a construction schedule and thereafter keep **SBC-13STATE** informed of anticipated changes in the construction schedule.

19. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

- 19.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Appendix authorizes Attaching Party to engage in routine maintenance of facilities located on or within **SBC-13STATE**'s poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.

- 19.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days), non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by **SBC-13STATE**. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify **SBC-13STATE** of such use and must either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

20. MODIFICATION OF ATTACHING PARTY'S FACILITIES

- 20.1 Notification of Planned Modifications. Attaching Party shall notify **SBC-13STATE** in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a **SBC-13STATE** Structure. The notice shall contain sufficient information to enable **SBC-13STATE** to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.
- 20.2 Replacement of Facilities and Overlapping Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same **SBC-13STATE** Structure, and may overlap additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

21. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

- 21.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with **SBC-13STATE** and other users in making rearrangements to **SBC-13STATE** Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific Agreement to the contrary, be borne by the parties in accordance with then applicable law.
- 21.2 Whenever feasible, **SBC-13STATE** shall give Attaching Party not less than 60 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this Section. The notice shall state the date by which such

rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, **SBC-13STATE** will rearrange at Attaching Party's expense.

22. EMERGENCY REPAIRS AND POLE REPLACEMENTS

22.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.

22.1.1 Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.

22.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify **SBC-13STATE** within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the **SBC-13STATE** conduit system and using the maintenance duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 2.7, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.

22.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance ducts. Entities not vacating the maintenance duct must provide an immediate maintenance duct at the entity's cost.

22.2 Designation of Emergency Repair Coordinators and Other Information. For each **SBC-13STATE** construction district, Attaching Party shall provide **SBC-13STATE** with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching

Party's facilities and shall thereafter notify **SBC-13STATE** of changes to such information.

22.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, **SBC-13STATE**, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

22.3.1 Emergency service restoration work requirements shall take precedence over other work operations.

22.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

22.3.3 **SBC-13STATE** shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by **SBC-13STATE** on a nondiscriminatory basis in accordance with the principles set forth in this Section.

22.4 Emergency Pole Replacements.

22.4.1 When emergency pole replacements are required, **SBC-13STATE** shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.

22.4.2 If notified by **SBC-13STATE** that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an **SBC-13STATE** replacement pole, the transfer shall be in accordance with **SBC-13STATE**'s placement instructions.

- 22.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise **SBC-13STATE** and thereby authorize **SBC-13STATE** (or any Other User sharing the pole with **SBC-13STATE**) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf.
- 22.5 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.
- 22.5.1 Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.
- 22.5.2 Attaching Party shall reimburse **SBC-13STATE** for the costs incurred by **SBC-13STATE** for work performed by **SBC-13STATE** on Attaching Party's behalf in accordance with the provisions of this article.

23. INSPECTION BY SBC-13STATE OF ATTACHING PARTY'S FACILITIES

- 23.1 Post-Construction Inspections. **SBC-13STATE** will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to **SBC-13STATE**'s Structures for the purpose of determining the conformance of the attachments to the occupancy permit. **SBC-13STATE** will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany **SBC-13STATE** on the post-construction inspection.
- 23.2 Right to Make Periodic or Spot Inspections. **SBC-13STATE** shall have the right, but not the obligation, to make periodic or spot inspections of all facilities attached to **SBC-13STATE**'s Structure. These inspections will not be made more often than once every 2 years unless in **SBC-13STATE**'s judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Appendix.
- 23.3 If Attaching Party's facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Appendix, **SBC-13STATE** may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

- 23.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to SBC-13STATE's Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to SBC-13STATE and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment.

24. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 24.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in SBC-13STATE's Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.
- 24.2 Removal of Untagged Facilities. SBC-13STATE may, without notice to any person or entity, remove from SBC-13STATE's poles or any part of SBC-13STATE's conduit system the Attaching Party's facilities, if SBC-13STATE determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on SBC-13STATE's poles or in SBC-13STATE's conduit system.
- 24.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to SBC-13STATE's poles or anchors or within any part of SBC-13STATE's conduit system, SBC-13STATE, without prejudice to other rights or remedies available to SBC-13STATE under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Appendix.
- 24.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Appendix, Attaching Party shall acknowledge receipt of the notice and submit to SBC-13STATE, in writing, an application for a new or amended occupancy permit with respect to such facilities.
- 24.5 Approval of Request and Retroactive Charges. If SBC-13STATE approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to SBC-13STATE for all fees and charges associated with the unauthorized attachments as specified in Section 27.10 of this Appendix. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by SBC-13STATE of any of its rights or privileges under this Appendix or otherwise.

- 24.5.1 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from **SBC-13STATE**'s poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable **SBC-13STATE** licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date Attaching Party is notified by **SBC-13STATE** of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at **SBC-13STATE**'s request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to **SBC-13STATE** or another Other User, and shall pay **SBC-13STATE** for all costs incurred by **SBC-13STATE** in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.
- 24.6 **Removal of Unauthorized Attachments**. If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, **SBC-13STATE** shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, **SBC-13STATE** may, at **SBC-13STATE**'s option, remove Attaching Party's facilities at Attaching Party's expense.
- 24.7 **No Ratification of Unpermitted Attachments or Unauthorized Use of SBC-13STATE's Facilities**. No act or failure to act by **SBC-13STATE** with regard to any unauthorized attachment or occupancy or unauthorized use of **SBC-13STATE**'s Structure shall be deemed to constitute a ratification by **SBC-13STATE** of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

25. REMOVAL OF ATTACHING PARTY'S FACILITIES

- 25.1 When Applicant no longer intends to occupy space on a **SBC-13STATE** pole or in a **SBC-13STATE** duct or conduit, Applicant will provide written notification

to **SBC-13STATE** that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.

- 25.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from **SBC-13STATE**'s Structure.
- 25.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to **SBC-13STATE**'s manholes.
- 25.1.3 Applicant shall be solely responsible for the removal of its own facilities from **SBC-13STATE**'s Structure.
- 25.2 At **SBC-13STATE**'s request, Attaching Party shall remove from **SBC-13STATE**'s Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to **SBC-13STATE** that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in **SBC-13STATE**'s Structure.
- 25.3 Removal Following Termination of Occupancy permit. Attaching Party shall remove its facilities from **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way within 60 days after termination of the occupancy permit.
- 25.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from **SBC-13STATE**'s Structures within 60 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.
- 25.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in **SBC-13STATE**'s Structure would cause a forfeiture of the rights of **SBC-13STATE** to occupy the property where such Structure is located, **SBC-13STATE** will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. **SBC-13STATE** will give Attaching Party not less than 60 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of **SBC-13STATE**'s rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.

- 25.6 Removal of Facilities by SBC-13STATE; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from SBC-13STATE's Structure in accordance with the provisions of Sections 28.1-28.6 of this Appendix, SBC-13STATE may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. SBC-13STATE shall give Attaching Party not less than 60 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this Section.
- 25.7 Removal of Facilities by SBC-13STATE. If SBC-13STATE removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse SBC-13STATE for SBC-13STATE's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

26. RATES, FEES, CHARGES, AND BILLING

- 26.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Appendix will be set forth in Appendix Pricing as part of the Interconnection Agreement. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.
- 26.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, SBC-13STATE shall have the right to change the rates, charges and fees outlined in this Appendix. SBC-13STATE will provide the Attaching Party 60 days written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

27. PERFORMANCE AND PAYMENT BONDS

- 27.1 Bond May Be Required. SBC-13STATE may require Attaching Party, authorized contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Appendix.
- 27.1.1 If a bond or similar form of assurance is required of Attaching Party, an authorized contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to SBC-13STATE adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled,

changed or materially altered without first providing SBC-13STATE 60 days written notice.

- 27.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Appendix. In the event any lien, claim or demand is made on SBC-13STATE by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, SBC-13STATE may require, in addition to any security provided under Section 30.1 of this Appendix, that Attaching Party execute payment or performance bonds, or provide such other security, as SBC-13STATE may deem reasonable or necessary to protect SBC-13STATE from any such lien, claim or demand.

28. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 28.1 The General Terms and Conditions of this Agreement shall apply to this Appendix and every Interconnection, Resale Service, Network Element, function, facility, product or service and rate provided hereunder.

APPENDIX UNE

TABLE OF CONTENTS

1.	INTRODUCTION.....	3
2.	GENERAL TERMS AND CONDITIONS	4
3.	BONA FIDE REQUEST.....	11
4.	NETWORK INTERFACE DEVICE	17
5.	LOCAL LOOP	18
6.	SUB-LOOP ELEMENTS.....	21
7.	ENGINEERING CONTROLLED SPLICE (ECS).....	30
8.	PACKET SWITCHING.....	33
9.	LOCAL CIRCUIT SWITCHING	33
10.	TANDEM SWITCHING.....	37
11.	SHARED TRANSPORT.....	37
12.	OPERATOR SERVICES AND DIRECTORY ASSISTANCE.....	45
13.	INTEROFFICE TRANSPORT	45
14.	SIGNALING NETWORKS AND CALL-RELATED DATABASES.....	45
15.	DARK FIBER.....	46
16.	OPERATIONS SUPPORT SYSTEMS FUNCTIONS	50
17.	CROSS-CONNECTS.....	50
18.	RECONFIGURATION	54
19.	RESERVATION OF RIGHTS.....	55

UNBUNDLED NETWORK ELEMENTS

1. INTRODUCTION

- 1.1 This Appendix UNE (Unbundled Network Elements) to the Agreement sets forth the terms and conditions pursuant to which the applicable AT&T Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to UNEs. CLEC may obtain access to **SBC-13STATE** UNEs individually and combinations that already are physically combined in **SBC-13STATE's** network, pursuant to 47 C.F.R. § 51.315(b). For example, CLEC may obtain an existing physical combination of unbundled loop and unbundled local switching (i.e. UNE-P). CLEC's shall not combine Unbundled Network Elements 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. **SBC-13STATE** has no obligation under the Act to combine UNEs except if and as may be required by applicable law, or pursuant to the BFR process. **SBC-13STATE**The specific terms and conditions that apply to **SBC-13STATE****SBC-13STATE's** provision to CLEC of access to UNEs are described below. The prices for Network Elements are set forth in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 AT&T Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.6 [REDUNDANT, SEE 1.1]

- 1.7 **SBC-13STATE** has an obligation to provide access to the network elements set forth in this Agreement pursuant to the terms and conditions set forth herein. **SBC-13STATE**'s obligation to provide any other network elements not specifically described herein except to the extent provided in Section 1.9 and the BFR, and as otherwise provided by applicable law and regulation subject to paragraph 1.9 of this Agreement.
- 1.8 Notwithstanding any other provision of this agreement, **SBC-13STATE** has no obligation to construct UNEs at the request of CLEC, except if and to the extent required by law, or pursuant to Section 3 of this Agreement.
- 1.9 If **SBC-13STATE** is required by state or federal orders to make available additional UNEs not set forth in this Agreement, such additional UNEs shall be provided under the terms and conditions of this Agreement, pursuant to the GT&Cs Sections 51. If any additional terms and conditions are reasonably deemed by either Party to be required to provide the UNEs, **SBC-13STATE** and CLEC will negotiate an amendment to this Agreement to add those terms and conditions required for the new UNE(s).

2. GENERAL TERMS AND CONDITIONS

- 2.1 **SBC-13STATE** and CLEC may agree to connect CLEC's facilities with **SBC-13STATE**'s network at any technically feasible point for access to Unbundled Network Elements for the provision by CLEC of a Telecommunications Service. [(Act, § 251 (c)(2)(B); 47 CFR § 51.305(a)(2)(vi)]
- 2.2 **SBC-13STATE** will provide CLEC nondiscriminatory access to Unbundled Network Elements: [Act, § 251(c)(3), Act, § 271(c)(2)(B)(ii); 47 CFR § 51.307(a)];
- (a) at any technically feasible point [Act, § 251(c)(3); 47 CFR § 51.307(a)];
 - (b) at the rates, terms, and conditions herein and in Appendix PRICING which are just, reasonable, and nondiscriminatory [Act, § 251(c)(3); 47 CFR § 51.307(a)];
 - (c) in a manner that allows CLEC to provide any telecommunications service that may be offered by means of that unbundled network element [Act, § 251(c)(3); 47 CFR § 51.307(c)];
 - (d) in a manner that allows access to the facility or functionality of a network element to be provided separately from access to other elements, and for a separate charge [47 CFR § 51.307(d)];
 - (e) with technical information regarding **SBC-13STATE**'s facilities to enable CLEC to achieve access to elements [47 CFR § 51.307(e)];

- (f) without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a telecommunications service in a manner it intends [7 CFR § 51.309(a)];
 - (g) in a manner that allows CLEC to purchase access to an Unbundled Network Element to use such network element to provide exchange access service to itself, in order to provide interexchange services to subscribers [47 CFR § 51.309(b)]; and
 - (h) where applicable, on terms and conditions of access to elements that shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself [47 CFR § 51.313(b)].
 - (i) Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act [Act, Section 251 (d)(2)] or by a state commission under applicable law subject to the provisions of Section 19.1.
- 2.3 CLEC is entitled to exclusive use of an unbundled network facility for a period of time, and to use of an unbundled feature, function, or capability for a period of time [47 CFR § 51.309(c)].
- 2.4 **SBC-13STATE** shall retain the duty to maintain, repair, or replace Unbundled Network Elements [47 CFR § 51.309(c)] as provided for in this Agreement.
- 2.5 Where technically feasible, quality of the element and access to the element shall be at least equal to what **SBC-13STATE** provides itself or any subsidiary, affiliate, or other party [47 CFR § 51.311(a),(b)].
- 2.6 **SBC-13STATE** shall offer terms and conditions of access to elements equally to all CLECs through applicable provisions of the General Terms and Conditions to this Agreement. [47 CFR §51.313(a)].
- 2.7 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.8 Unbundled Network Elements provided to CLEC under the provisions of this Appendix will remain the property of **SBC-13STATE**.
- 2.9 **SBC-13STATE** will not connect to or combine UNE's with any non-251(c)(3) or other **SBC-13STATE** service offerings with the exception of tariffed Collocation services, except if and to the extent provided by applicable law.
- 2.10 Access to Unbundled Network Elements

This Section 2.10 describes the methods under which **SBC-13STATE** agrees to provide CLECs with access to **SBC-13STATE**'s UNEs and the conditions under which **SBC-13STATE** makes these methods available. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the Public Switch Network, while minimizing the potential service disruptions.

2.10.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine identified Unbundled Network Elements within **SBC-13STATE** central offices or tandem offices or other locations where access is provided. The methods listed below provide access on an unbundled basis to loop, switch ports, and dedicated transport.

2.10.1.1 (Method 1)

If a CLEC is physically collocated, **SBC-13STATE** will extend UNEs that require cross-connection to CLEC's physical collocation Point of Termination (POT) frame, when the CLEC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

2.10.1.2 (Method 2)

If CLEC is physically collocated, **SBC-13STATE** will extend UNEs that require cross-connection to the CLEC's UNE Frame located in common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

2.10.1.3 (Method 3)

SBC-13STATE will extend **SBC-13STATE** UNEs to the CLEC's UNE Frame that is located outside the **SBC-13STATE** Central Office where the UNEs are to be combined in a closure such as a cabinet provided by **SBC-13STATE** on **SBC-13STATE** property.

2.10.2 The following terms and conditions apply when **SBC-13STATE** provides access pursuant Sections 2.10.1.1 through 2.10.1.3:

2.10.2.1 The terms and conditions for CLECs choosing to access **SBC-13STATE**'s UNEs through physical collocation arrangements are set forth in Appendix Collocation, or in an approved tariff, where applicable.

2.10.2.2 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer central offices,

SBC-13STATE will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested central offices. For requests impacting four (4) or more central offices the Parties will agree to an implementation schedule for access to UNEs.

- 2.10.2.3 Access to UNEs via Method 1 is only available to physically collocated CLECs.
- 2.10.2.4 Access to UNEs via Method 2 and Method 3, are available to both collocated and non-collocated CLECs. Methods 2 and 3, are subject to the availability of **SBC-13STATE** Central Office space and equipment.
- 2.10.2.5 The CLEC may cancel the request at any time, but will pay **SBC-13STATE**'s reasonable and demonstrable costs for modifying or making additions to its network up to the date of cancellation.
- 2.10.2.6 CLEC shall be responsible for initial testing and sectionalization of facilities containing CLEC installed cross-connects.
- 2.10.2.7 CLEC shall refer trouble sectionalized in the **SBC-13STATE** UNE to **SBC-13STATE**.
- 2.10.2.8 Prior to **SBC-13STATE** providing access to UNEs under this Appendix, CLEC and **SBC-13STATE** shall provide each other with a point of contact for overall coordination.
- 2.10.2.9 CLEC shall provide all tools and materials required to place and remove the cross-connects necessary to combine and disconnect UNEs.
- 2.10.2.10 All tools, procedures, and equipment used by CLEC to connect to **SBC-13STATE**'s network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76300MP **SBC-13STATE**'s for CLECs, to reduce the risk of damage to the network and customer disruption.
- 2.10.2.11 CLEC shall be responsible for CLEC's personnel observing **SBC-13STATE**'s site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If **SBC-13STATE** for any reasonable and lawful reason requests

CLEC to discontinue furnishing any person provided by CLEC for performing work on **SBC-13STATE**'s premises, CLEC shall immediately comply with such request. Such person shall leave **SBC-13STATE**'s premises promptly, and CLEC shall not furnish such person again to perform work on **SBC-13STATE**'s premises without **SBC-13STATE**'s consent.

- 2.10.2.12 CLEC shall provide positive written acknowledgment that the requirements stated in Section 2.10.2.12 have been satisfied for each employee requiring access to **SBC-13STATE** premises and/or facilities. **SBC-13STATE** identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to **SBC-13STATE** premises will be granted only to CLEC employees with such identification.
- 2.10.2.13 CLEC shall designate each network element being ordered from **SBC-13STATE**. CLEC shall provide an interface to receive assignment information from **SBC-13STATE** regarding location of the extended UNEs. This interface may be manual or mechanized.
- 2.10.2.14 **SBC-13STATE** will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **SBC-13STATE** shall be referred to such contact numbers.
- 2.10.2.15 The CLEC shall provide its own administrative telecommunication service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in **SBC-13STATE** equipment areas.
- 2.10.2.16 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to Unbundled Network Elements.
 - 2.10.2.16.1 Where applicable, costs for modifying a building or preparing the premises for access to **SBC-13STATE** UNEs will be made on an individual case basis (ICB). Within 30 days of a request by a CLEC, **SBC-13STATE** will provide an initial estimate of time for preparing the ICB.
 - 2.10.2.16.2 **SBC-13STATE** will contract for and perform the construction and preparation activities using same

or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the building.

2.10.2.16.3 **SBC-13STATE** will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges (in increments of one (1) square foot. For this reason, **SBC-13STATE** will ensure that the first CLEC obtaining Access to UNEs in an **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security.

2.11 Additional Network Elements

2.11.1 Various subsections below list the Unbundled Network Elements that CLEC and **SBC-13STATE** have identified as of the Effective Date of this Agreement. Upon request, **SBC-13STATE** will provide access to additional Unbundled Network Elements or modifications to previously identified Unbundled Network Elements for the provision by CLEC of a Telecommunications Service. Such requests shall be processed in accordance with the Bona Fide Request process as described in Section 3 below.

2.11.2 **SBC-13STATE** will provide access to network elements on an unbundled basis where technically feasible. Where facilities and equipment are not available, **SBC-13STATE** shall not be required to provide UNEs. Provided however, CLEC may request and **SBC-13STATE** may agree, at its sole discretion, to provide Unbundled Network Elements, even where facilities do not exist, through the Bona Fide Request process.

2.12 Provisioning/Maintenance Of Network Elements

2.12.1 Access to Unbundled Network Elements are provided under this agreement over such routes, technologies, and facilities as **SBC-13STATE** may elect at its own discretion. If CLEC requests special facilities, equipment or routing of Unbundled Network Elements, such requests will be handled under the Bona Fide Request process.

2.12.2 Subject to the terms herein, **SBC-13STATE** is responsible only for the installation, operation and maintenance of the Network Elements it provides. **SBC-13STATE** is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those elements.

- 2.12.3 Where unbundled elements provided to CLEC are dedicated to a single End User, if such elements are for any reason disconnected they will be made available to **SBC-13STATE** for future provisioning needs, unless such element is disconnected in error. CLEC agrees to relinquish control of any such unbundled element concurrent with the disconnection of CLEC's End User service.
- 2.12.4 CLEC shall make available at mutually agreeable times the elements provided pursuant to this Appendix in order to permit **SBC-13STATE** to make tests and adjustments appropriate for maintaining the elements in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 2.12.5 CLEC's use of any **SBC-13STATE** network element, or of its own equipment or facilities in conjunction with any **SBC-13STATE** network element, will not materially interfere with or impair service over any facilities of **SBC-13STATE**, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, **SBC-13STATE** may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation.
- 2.12.6 When a **SBC-13STATE** provided tariffed or resold service is replaced by CLEC's facility based service using any **SBC-13STATE** provided Unbundled Network Elements (including service provided exclusively via **SBC-13STATE** provided UNE(s)), CLEC shall issue appropriate service requests in accordance with OBF guidelines, to both disconnect the existing service and new connect service to CLEC's End User. These disconnect/new connect requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable UNE service order charge(s). Similarly, when an End User is served by one CLEC using **SBC-13STATE** provided UNEs, the requesting CLEC shall issue appropriate service requests in accordance with OBF guidelines to both disconnect the existing service and new connect service to the requesting CLEC's End User. These disconnect/new connect requests will be processed by **SBC-13STATE** and CLEC will be charged the applicable service order charge(s).
- 2.12.7 Unbundled Network Elements 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.

2.12.8 CLEC shall connect equipment and facilities that are compatible with **SBC-13STATE** Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

2.13 Performance of Network Elements

Each UNE will be provided in accordance with **SBC-13STATE** Technical Publications or other written descriptions, if any, as changed from time to time by **SBC-13STATE** at its sole discretion. Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network that will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of **SBC-13STATE**, minimum network protection criteria, or operating or maintenance characteristics of the facilities. Additionally, **SBC-13STATE** may elect to conduct central office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from such switches shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension **SBC-13STATE** places on itself for orders from its customers.

3. BONA FIDE REQUEST

3.1 This Bona Fide Request process described in Item I of this Section 3 applies to each Bona Fide Request submitted in the **SBC-SWBT**, **SBC-AMERITECH** and **NEVADA** Territory. The Bona Fide Request process described in Item II of this Section 3 shall apply to each Bona Fide Request submitted in the **SNET** Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the **PACIFIC** Territory. If CLEC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 3 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a "Business Day means Monday through Friday, excluding Holidays observed by **SBC-13STATE**."

3.2 **Item I**
SBC-SWBT, SBC-AMERITECH, NEVADA
Bona Fide Request Process

3.2.1 A Bona Fide Request ("BFR") is the process by which CLEC may request **SBC-SWBT, SBC-AMERITECH, NEVADA** to provide CLEC access to an additional or new, undefined UNE, (a "Request"), that is

required to be provided by **SBC-SWBT, SBC-AMERITECH, NEVADA** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request, or which SBC-SWBT, SBC-AMERITECH, NEVADA may otherwise agree to provide.

- 3.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 3.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the (i) CLEC Handbook, if one of the Parties is **SBC-SWBT, NEVADA, SNET** and (ii) TCNet.ameritech.com, if one of the Parties is **SBC-AMERITECH**. Included with the Application CLEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 12 month forecast.
- 3.2.4 CLEC is responsible for all costs incurred by **SBC-SWBT, SBC-AMERITECH, NEVADA** to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate **SBC-SWBT, SBC-AMERITECH, NEVADA** for its costs incurred to complete the Preliminary Analysis of the BFR:
- 3.2.4.1 Include with its BFR Application Form a \$2,000 deposit to cover **SBC-SWBT, SBC-AMERITECH, NEVADA**'s preliminary evaluation costs, in which case **SBC-SWBT, SBC-AMERITECH, NEVADA** may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 3.2.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by **SBC-SWBT, SBC-AMERITECH, NEVADA** to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 3.2.5 If CLEC submits a \$ 2,000 deposit with its BFR, and **SBC-SWBT, SBC-AMERITECH, NEVADA** is not able to process the Request or determines that the Request does not qualify for BFR treatment, then **SBC-SWBT, SBC-AMERITECH, NEVADA** will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.

- 3.2.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay **SBC-SWBT, SBC-AMERITECH, NEVADA** its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **SBC-SWBT, SBC-AMERITECH, NEVADA** received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 3.2.7 **SBC-SWBT, SBC-AMERITECH, NEVADA** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **SBC-SWBT, SBC-AMERITECH, NEVADA** will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once **SBC-SWBT, SBC-AMERITECH, NEVADA** has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 3.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **SBC-SWBT, SBC-AMERITECH, NEVADA** will provide to CLEC a preliminary analysis of such Request (the “Preliminary Analysis”). The Preliminary Analysis will (i) indicate that **SBC-SWBT, SBC-AMERITECH, NEVADA** will offer the Request to CLEC or (ii) advise CLEC that **SBC-SWBT, SBC-AMERITECH, NEVADA** will not offer the Request. If **SBC-SWBT, SBC-AMERITECH, NEVADA** indicates it will not offer the Request, **SBC-SWBT, SBC-AMERITECH, NEVADA** will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by **SBC-SWBT, SBC-AMERITECH, NEVADA** under the Act and/or, iii) that the BFR is not the correct process for the request.
- 3.2.9 If the Preliminary Analysis indicates that **SBC-SWBT, SBC-AMERITECH, NEVADA** will offer the Request, CLEC may, at its discretion, provide written authorization for **SBC-SWBT, SBC-AMERITECH, NEVADA** to develop the Request and prepare a “BFR Quote”. The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC’s written authorization to develop the BFR Quote must be received by **SBC-SWBT, SBC-AMERITECH, NEVADA** within thirty (30)

calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to **SBC-SWBT, SBC-AMERITECH, NEVADA** all demonstrable costs as set forth above. Any request by CLEC for **SBC-SWBT, SBC-AMERITECH, NEVADA** to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

- 3.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **SBC-SWBT, SBC-AMERITECH, NEVADA** shall provide to CLEC a BFR Quote.
- 3.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse **SBC-SWBT, SBC-AMERITECH, NEVADA** for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under Section 46 of the GTC. If **SBC-SWBT, SBC-AMERITECH, NEVADA** does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse **SBC-SWBT, SBC-AMERITECH, NEVADA** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).
- 3.2.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 3.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions Section 46 of this Agreement.

3.3* **Item II**
SNET Bona Fide Request Process

- 3.3.1 The Bona Fide Request provisions set forth in Item I of Section 3 shall apply to BFRs submitted to **SNET**, with the following exceptions:

* Section 3.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 3.3.2 Section 3.2.1 is amended to add the following: A CLEC may submit a BFR to request new UNEs or Combinations of UNEs provided the request is not covered by one of the following conditions:
- 3.3.2.1 The UNEs or combinations requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.
 - 3.3.2.2 The UNEs or combinations requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state commission or an industry standards body.
 - 3.3.2.3 The UNEs or combinations requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.
 - 3.3.2.4 If the request is covered by one of the conditions listed above, **SNET** will make these items generally available.
- 3.3.3 Section 3.2.4 and 3.2.5 are amended as follows: No charges apply for **SNET** to prepare the Preliminary Analysis.
- 3.3.4 Section 3.2.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by **SNET** after **SNET** submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for **SNET** to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time **SNET** receives the written notice of cancellation from CLEC. However, if **SNET** receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by **SNET** or the estimate in the BFR Quote plus twenty percent (20%).
- 3.3.5 Section 3.2.7 is amended as follows: **SNET** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SNET** will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once **SNET** has received a complete and accurate BFR Application Form.

- 3.3.6 **SNET** will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.
- 3.3.7 For **SNET**, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of Department on the matter in dispute.

3.4* **Item III**
Pacific Bona Fide Request Process

- 3.4.1 The Bona Fide Request provisions set forth in Item I of Section 3 shall apply to BFRs submitted to **PACIFIC**, with the following exceptions:
- 3.4.2 Section 3.2.1 is amended as follows: A Bona Fide Request ("BFR") is the process by which CLEC may request PACIFIC to provide CLEC access to an additional or new, undefined UNE, or a combination of UNEs, interconnection arrangement, or other (a "Request"), that is required to be provided by PACIFIC under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.
- 3.4.3 Section 3.2.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.
- 3.4.4 Section 3.2.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **PACIFIC** will provide to CLEC a Preliminary

* Section 3.4 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

Analysis of such Request. The Preliminary Analysis will confirm that **PACIFIC** will offer the request. The Preliminary Analysis provided by **PACIFIC** will include cost categories (material, labor and other) and high level costs for the request. **PACIFIC** will attempt to provide a “yes” response earlier than thirty (30) calendar days if possible. CLEC acknowledges that an earlier “yes” response will not include high level costs. The costs will be sent by the 30th calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day).

- 3.4.5 If the BFR is denied, **PACIFIC** will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new UNE, combination of UNEs, or interconnection arrangement required by law.
- 3.4.6 If **PACIFIC** refers CLEC to an alternate process details the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

4. NETWORK INTERFACE DEVICE

- 4.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to **SBC-12STATE**'s distribution loop facilities, such as a cross-connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-12STATE** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below. If CLEC purchases a **SBC-12STATE** loop, a separate NID will not be required.
- 4.2 **SBC-12STATE** will permit CLEC to connect its local loop facilities to End Users' premises wiring through **SBC-12STATE**'s NID, or at any other technically feasible point.

- 4.3 CLEC may connect to the End User's premises wiring through the **SBC-12STATE** NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **SBC-12STATE** based on time and material charges. Such charges are reflected in Appendix Pricing. **SBC-12STATE**, at the request of CLEC, will disconnect the **SBC-12STATE** local loop from the NID, at charges reflected in Appendix Pricing.
- 4.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **SBC-12STATE**'s NID where necessary.
- 4.5 The **SBC-12STATE** NIDs that CLEC uses under this Appendix will be existing NIDs installed by **SBC-12STATE** to serve its End Users.
- 4.6 CLEC shall not attach to or disconnect **SBC-12STATE**'s ground. CLEC shall not cut or disconnect **SBC-12STATE**'s loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

5. LOCAL LOOP

- 5.1 Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame (or its equivalent) in a **SBC-12STATE** central office and the loop demarcation point at an End User customer premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provide access to End User premises wiring, provided such wire is owned and controlled by **SBC-12STATE**. The local loop network element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop network element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law subject to Section 1.8 of this Appendix UNE. Each UNE will be provided in accordance with **SBC-13STATE** Technical Publications or other written descriptions, if any, as changed from time to time by **SBC-13STATE** at its sole discretion. CLEC shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 5.2 CLEC's use of any **SBC-13STATE** UNE, or of its own equipment or facilities in conjunction with any **SBC-13STATE** network element, will not materially interfere with or impair service over any facilities of **SBC-13STATE**, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications

carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, **SBC-13STATE** may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.

Note: If CLEC purchases a **SBC-12STATE** Loop, a separate NID will not be required.

5.3 **SBC-12STATE** will provide at the rates, terms, and conditions set out in Appendix PRICING the following types of Loops:

5.3.1 2-Wire Analog Loop

A 2-Wire Analog Loop is a transmission facility that supports analog voice frequency, voice band services with loop start signaling with the frequency spectrum of approximately 300 Hz and 3000 Hz.

5.3.1.1 **SBC-12STATE** will offer 5dB conditioning on a 2-Wire Analog Loop as the standard conditioning option available for ground start signaling and Reverse Battery.

5.3.2 4-Wire Analog Loop

A 4-Wire Analog Loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire Analog Loop provides separate transmit and receive paths.

5.3.3 2-Wire Digital Loop

A 2-Wire 160 kbps Digital Loop is a transmission facility that supports Basic Rate ISDN ("BRI") digital exchange services. The 2-Wire Digital Loop supports usable bandwidth up to 160 Kbps.

5.3.4 4-Wire Digital Loop

A 4-Wire 1.544 Mbps Digital Loop is a transmission facility that supports DS-1 digital services including Primary Rate ISDN ("PRI"). The 4-Wire Digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

5.3.5 DS3 Digital Loop

The DS3 loop provides a digital, 45 Mbps transmission facility from the **SBC-13STATE** Central Office to the end user premises.

5.4 CLEC may request additional loop types and conditioning pursuant to the Bona Fide Request process.

- 5.5 If CLEC requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (“IDLC”) **SBC-12STATE** will, where available, move the requested unbundled Loop(s) to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, **SBC-12STATE** will within two (2) business days, excluding weekends and holidays, of CLEC’s request, notify CLEC of the lack of available facilities. CLEC may request alternative arrangements through the Bona Fide Request process.
- 5.6 Unbundled loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in FCC Docket No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”) and with the Supplemental Order Clarification in the same docket, adopted on May 19, 2000, including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with those Supplemental Order(s). Once the FCC issues a final order resolving the issues identified in its Fourth Notice of Proposed Rulemaking in CC Docket No. 96-98, and such order becomes effective, the Parties agree to comply therewith.
- 5.7 Project Service Coordination
The following coordination procedures apply only to Loops ordered as a project (seven (7) or more lines to a single End User’s Minimum Point of Entry (“MPOE”)) at locations where cutover coordination is related:
- 5.7.1 On each Loop order in a Wire Center, CLEC will contact **NEVADA** and the Parties will agree on a cutover time at least two (2) 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 CLEC and **NEVADA** personnel will make telephone contact to begin the cutover activity. Coordination for Loops meeting the definition of a project will be provided by the Parties at no charge unless **NEVADA** incurs additional costs to accommodate CLEC’s request. Cutover activity which is requested to take place outside of normal business hours (8 a.m. to 5 p.m. Monday through Friday) will be billed as described in **NEVADA**’s Tariff P.S.C.N. C, Section 13.
- 5.7.2 Within the appointed half (1/2) hour cutover time, CLEC will call **NEVADA**’s Local Operations Center (“LOC”), and when the LOC is reached in that interval, such work will begin. If CLEC fails to call or is not ready within the appointed interval, and if CLEC had not called to reschedule the work at least two (2) 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 NEVADA's Tariff P.S.C.N. C, Section 5 to reschedule the appointment.

- 5.7.3 If NEVADA's LOC is not available or ready when CLEC calls during the half (1/2) hour interval, NEVADA will not bill the Service Date Change charge for the Loop or Loops scheduled for that interval and will reschedule the installation on a mutually negotiated basis.

6. SUB-LOOP ELEMENTS

- 6.1 **SBC-12STATE** will provide sub-loop elements as unbundled network elements as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.

- 6.1.1 A sub-loop unbundled network element is defined as any portion of the loop from **SBC-12STATE's** central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal in **SBC-12STATE's** outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within.

- 6.2 Definitions pertaining to the Sub-Loop:

- 6.2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 6.2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
- 6.2.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.
- 6.2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network.
"Feeder cable" is defined as that cable from the MDF to a point where it is cross-connected in a SAI/FDI for neighborhood distribution.

- 6.2.5 “MDF-to-SAI/FDI” is that portion of the loop from the MDF to the SAI/FDI.
 - 6.2.6 “MDF-to-Term” is that portion of the loop from the MDF to an accessible terminal.
 - 6.2.7 “Network Terminating Wire (NTW)” is the service wire that connects the ILEC’s distribution cable to the NID at the demarcation point.
 - 6.2.8 “SAI/FDI-to-Term” is that portion of the loop from the SAI/FDI to an accessible terminal.
 - 6.2.9 “SAI/FDI-to-NID” is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user’s premise.
 - 6.2.10 “SPOI” is defined as a Single Point of Interconnection. A SPOI will usually be located in a Multi-Tenant Environment as a single point of demarcation which will allow ILECs and CLECs to interconnect to wiring owned or controlled by the property owner or their agent.
 - 6.2.11 “SAI/FDI” is defined as the point in the ILEC’s network where feeder cable is cross-connected to the distribution cable. “SAI” is Serving Area Interface. “FDI” is Feeder Distribution Interface. The terms are interchangeable.
 - 6.2.12 “Term-to-NID” is that portion of the loop from an accessible terminal to the NID, which is located at an end user’s premise. Term-to-NID includes use of the Network Terminating Wire (NTW).
- 6.3 **SBC-12STATE** will offer the following subloop types:
- 6.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
 - 6.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
 - 6.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.
 - 6.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.

- 6.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.
- 6.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.
- 6.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user capacity up to 144 Kbps.
- 6.4 Subloops are not available for combination by **SBC-12STATE** with any Unbundled Network Elements or service, except if and to the extent required by law and regulation.
- 6.5 Subloops are provided “as is” unless CLEC requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
- 6.6 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.
- 6.7 Twisted-pair Copper Subloops:
- 6.7.1 Access to terminals for twisted-pair copper subloops is defined to include:
- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
 - the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,
 - the Main Distributing Frame (MDF),
 - the Terminal (underground or aerial).
- 6.8 CLEC may request access to the following twisted-pair copper subloop segments:

<u>FROM:</u>	<u>TO:</u>
1. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface Terminal
2. Main Distributing Frame	
3. Serving Area Interface or Feeder Distribution Interface	Terminal
4. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
5. Terminal	Network Interface Device
6. NID	Stand Alone
7. *SPOI (Single Point of Interface)	Stand Alone

* Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

6.9 High Capacity Subloops:

6.9.1 Access to terminals for high capacity subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- the Remote Terminal (RT), only when cross-connect access is available at that RT
- the Terminal (underground or aerial).

6.9.2 CLEC may request access to the high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT).

6.10 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), and with subsequent orders in that Docket prior to the final Order, including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Orders, and with processes implementing the Supplemental Orders. Once the FCC issues a final order resolving the issues identified in its Fourth Notice of Proposed Rulemaking in CC Docket No. 96-98, and such order becomes effective, the Parties agree to comply therewith.

6.11 Provisioning:

6.11.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

6.11.1.1 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.

6.11.1.2 Provisioning intervals for subloops shall be governed by the CLEC state-specific contract interval for the stand-alone, full UNE element. For example, the provisioning interval for DSL-capable subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

6.12 Maintenance

6.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the **SBC-12STATE** switch/testing equipment will be lost.

6.12.2 CLEC shall isolate trouble to the SBC Subloop portion of the CLEC’s service before reporting trouble to **SBC-12STATE**.

6.12.3 **SBC12-STATE** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches SBC on a trouble report and the fault is determined to be in the CLEC’s portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

6.12.4 Once all subloop access arrangements have been completed and balance of payment due **SBC-12STATE** is received, the CLEC may place a LSR for subloops at this location. Prices at which **SBC-12STATE** agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.

6.12.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a SAA, **SBC-13 STATE** repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should the CLEC cabling require replacement, **SBC-13STATE** will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

6.13 Subloop Access Arrangements:

- 6.13.1 Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or as provided in applicable tariffs, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **SBC-12STATE** subloop network.
- 6.13.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.
- 6.13.3 Upon receipt of a complete and correct application, **SBC-12STATE** will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When CLEC submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.
- 6.13.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.
- 6.13.5 Subloop inquiries do not serve to reserve subloop(s).
- 6.13.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 6.13.7 CLEC will be responsible for obtaining rights of way from owners of property where **SBC-12STATE** has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 6.13.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, the CLEC should have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.
- 6.13.9 Except as set forth below in this Section 6.13.9, construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to **SBC-12STATE** written approval and payment of

not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. **SBC-12STATE** will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 6.13.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions Section 46 of this Agreement, **SBC-12STATE** will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up," if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

- 6.13.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a **SBC-12STATE** technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into **SBC-12STATE**'s interconnection point.
- 6.13.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow **SBC-12STATE** to properly engineer access to each SAI and to ensure **SBC-12STATE** does not provide more available terminations than the CLEC expects to use.
- 6.13.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 6.13.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.
- 6.13.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay **SBC-12STATE** for removal of their facilities from the SAA.

6.14 Subloop Access Arrangement (SAA) Access Points:

6.14.1 SAI/FDI or Terminal

- 6.14.1.1 CLEC cable to be terminated in a **SBC-12STATE** SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.
- 6.14.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on available binding posts in the SAI/FDI or Terminal.
- 6.14.1.3 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the SAI/FDI or Terminal, which **SBC-12STATE** will splice to the CLEC cable at the meet point.
- 6.14.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12 month period beginning on the date of the inquiry LSR.
- 6.14.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, **SBC-12STATE** may choose to increase capacity of the SAI/FDI by the method of its choice, for which the CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing the CLEC to terminate its cable at the SAI/FDI.
- 6.14.1.6 Exhausted Termination Points in a Terminal - When a terminal's termination points as all terminated to assignable cable pairs, **SBC-13STATE** may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities for which the CLEC will be charged.
- 6.15 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:
- 6.15.1 **SBC-12STATE** shall notify CLEC of pending relocation as soon as SBC receives such notice.
- 6.15.2 CLEC shall notify **SBC-12STATE** of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

- 6.15.3 **SBC-12STATE** shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and **SBC-12STATE** engineer.
- 6.15.4 CLEC shall notify SBC of acceptance or rejection of the new SCA within 10 business days of its receipt of **SBC-12STATE**'s estimate.
- 6.15.5 Upon acceptance of the **SBC-12STATE** estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify **SBC-12STATE** of their acceptance of estimate costs.
- 6.15.6 **SBC-12STATE** may remove CLEC's facilities from that SAA. CLEC will pay **SBC-12STATE** for all costs associated with the removal of the CLEC's SAA.
- 6.15.7 In the event that CLEC does not respond to **SBC-12STATE** in time to have their facilities relocated, **SBC-12STATE** shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.
- 6.16 RT (for DS3 Subloop):
- 6.16.1 The CLEC may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on a fiber/coax interconnection block to be constructed in the RT.
- 6.16.2 The CLEC may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the RT, which **SBC-12STATE** will splice to the CLEC cable at the meet point.

7. ENGINEERING CONTROLLED SPLICE (ECS)

- 7.1 Although under no obligation to do so at non-Pronto sites, as a voluntary offering, **SBC-13STATE** will also make available an Engineering Controlled Splice (ECS), which will be owned by SBC, for CLECs to gain access to subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements.
- 7.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

- 7.2.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that **SBC-13STATE** will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If **SBC-13STATE** elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.
- 7.2.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC/Ameritech places more pairs at the splice.
- 7.2.3 **SBC-13STATE** will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although **SBC-13STATE** will construct the engineering controlled splice, the ECS maybe owned by **SBC-13STATE** or the CLEC (depending on the specific arrangement) at the option of **SBC-13STATE**.
- 7.2.4 If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
- 7.2.5 **SBC-13STATE** may require a separate SCA for each remote terminal site.
- 7.2.6 Except as set forth below in this Section 7.2.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop or dark fiber is to be provisioned by **SBC-13STATE**. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. **SBC-12STATE** will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 6.13.73. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 46, of this Agreement, **SBC-13STATE** will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments

may be subject to any "true-up," if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

7.3 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

7.3.1 Dedicated Facility Option (DFO)

7.3.1.1 CLEC may request **SBC-13STATE** splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent subloop orders.

7.3.1.2 CLEC must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

7.3.1.3 CLECs will compensate **SBC-13STATE** for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to the CLEC between the ECS and the SAI.

7.3.2 Cross-connected Facility Option (CFO)

7.3.2.1 CLEC may request **SBC-13STATE** build an ECS cross-connect junction on which to terminate CLEC's SAA facility.

7.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of **SBC-13STATE** cabling between the ECS and the RT and/or SAI, and the inventorying of that **SBC-13STATE** cabling.

7.3.2.3 CLEC must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

7.3.2.4 CLECs will compensate **SBC-13STATE** for the charges incurred by **SBC-13STATE** derived from the CLEC's request for the SCA.

- 7.4 Notwithstanding anything to the contrary in this Agreement, the terms and conditions relating to an SCA for an SAA and/or an ECS are subject to applicable state tariffs that specify the procedures, terms and conditions pursuant to which custom work is performed on outside plant construction and loop facility rearrangements requested by unaffiliated entities in that state. To the extent the procedures in this Agreement relating to the SCA are inconsistent with the state tariff, the procedures, terms and conditions set forth in the applicable state tariff governing such custom work shall govern the request for an SCA.

8. PACKET SWITCHING

- 8.1 Packet switches provide the function of routing individual data units, commonly referred to as packets, frames, or cells, based on address or other routing information contained in the units, between network users. The packet switching network elements include the necessary electronics (e.g., routers and the Digital Subscriber Line Access Multiplexer, or DSLAM).
- 8.2 **SBC-13STATE** will provide CLEC unbundled packet switching if all of the following conditions are satisfied:
- 8.2.1 **SBC-13STATE** has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
- 8.2.2 There are no spare copper loops capable of supporting the xDSL services CLEC seeks to offer;
- 8.2.3 **SBC-13STATE** has not permitted any requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal site, environmentally controlled vault or other interconnection point, nor has CLEC obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and
- 8.2.4 **SBC-13STATE** has deployed packet switching capability for its own use.

9. LOCAL CIRCUIT SWITCHING

- 9.1 The local switching element encompasses line-side and trunk-side facilities plus the features, functions and capabilities of the switch. The line side facilities include the connection between a loop termination at, for example, a main distribution frame (“MDF”), and a switch line card. Trunk-side facilities include the connection between, for example, trunk termination at a trunk-side cross-

connect panel and a trunk card. The local switching element includes all features, functions, and capabilities of the local switch.

9.2 The Unbundled Local Switching (ULS) capability, to be provided on an unbundled basis pursuant to this Agreement, is defined as set forth in FCC Rule 51.319. Pursuant to that Rule ULS includes:

9.2.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

9.2.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and

9.2.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:

9.2.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks, as well as the same basic capabilities that are available to **SBC-13STATE** customers, such as a telephone number, white page listing, and dial tone;

9.2.3.2 access to OS/DA and 9-1-1; and

9.2.3.3 access to all other features that the switch provides, including Custom Calling, CLASS features, and Centrex capabilities.

9.3 Specific Terms and Conditions for Unbundled Local Switching (ULS)

9.3.1 In ordering ULS, CLEC will designate the features and functions that are to be activated on a particular unbundled switch port. **SBC-13STATE** will provide vertical features, CLASS features, and other features and functions to the extent they are resident in the **SBC-13STATE** switch. Refer to Appendix Pricing. Any features resident in the switch, but not offered and priced in this Agreement may be requested on a Bona Fide Request basis.

9.3.2 **SBC-13STATE** will route local calls as defined by the exchange dialing plan resident in the switch.

9.3.3 ULS as provided by **SBC-13STATE** includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

9.3.4 At **SBC-13STATE's** discretion, upon not less than sixty (60) days' written notice to CLEC, **SBC-13STATE** may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices to CLECs serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which **SBC-13STATE** can demonstrate to the regulatory agency having jurisdiction over the matter that, as of the date on which CLEC receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.

- a) A territory shall constitute an "Exception Territory" if it constitutes the service area of **SBC-13STATE** offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and
- b) In the Exception Territory where **SBC-13STATE** elects to offer the Enhanced Extended Loop (EEL) pursuant to the UNE Remand Order, the EEL would be available to the CLEC in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing.

9.3.5 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose customer account detail required for **SBC-13STATE** to make the determination described in Section 9.3.4.

9.3.6 Nothing in this Section 9.3 shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which **SBC-13STATE** may exercise its rights under this Section.

9.4 When CLEC purchases ULS, **SBC-13STATE** will route end user interLATA, intraLATA, and international calls to the CLEC end user's presubscribed carrier or casually dialed carrier via common transport from the **SBC-13STATE** end office switch to the **SBC-13STATE** tandem. Where the IXC has elected to collect this traffic via a direct end office trunking arrangement, **SBC-13STATE** will deliver this traffic to the IXC at the **SBC-13STATE** end office where the interLATA, intraLATA, or international calls originate.

9.5 Customized Routing

- 9.5.1 Subject to switch limitations, Custom Routing is available upon CLEC request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction based upon switch limitations. CLEC will pay the customized routing charges reflected in Appendix Pricing.
- 9.6 **SBC-13STATE** will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using appropriate network capabilities. CLEC agrees to respond to **SBC-13STATE**'s notifications regarding network congestion.
- 9.7 **SBC-13STATE** will provide switch interfaces to adjuncts in the same manner it provides them to itself. CLEC requests for use of **SBC-13STATE**'s adjuncts will be handled through the Bona Fide Request process.
- 9.8 Switch Ports
- 9.8.1 Analog Line Port
- 9.8.1.1 An Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for Switched voice communications.
- 9.8.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a CLEC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.
- 9.8.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.
- 9.8.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps "B" (bearer) channels for circuit switched voice and/or data and on 16 kpbs "D" (delta) channel for signaling.
- 9.8.2 Trunk Side Switch Ports
- 9.8.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

9.8.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three 64 kbps “B” channels for digital voice and data and one 64 kbps “D” channel.

9.8.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications.

9.8.3 Switch Ports are available for **SNET** pursuant to the Connecticut Access Service Tariff.

9.9 Unbundled Local Switching Usage Sensitive Rate Element

9.9.1 Usage rates will apply to ULS on a per minute basis. See the Appendix Pricing for the state specific ULS rates (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

10. TANDEM SWITCHING

10.1 Tandem Switching is defined as:

- (a) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card;
- (b) the basic switching function of connecting trunks to trunks; and
- (c) all technically feasible functions that **SBC-13STATE** uses, or is authorized to use, that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call routing to operator services, call recording, and signaling conversion features.

10.2 To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 11 of this Appendix.

The charges for Tandem Switching are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**

11. SHARED TRANSPORT

11.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

- 11.1.1 **SBC-12STATE** provides access to unbundled shared transport only when purchased in conjunction with a ULS port that CLEC subscribes to for the purpose of delivering traffic from/to a CLEC End User as set forth below.
- 11.1.1.1 Unbundled Local Switching is provided under Section 9.3 of this Appendix UNE.
- 11.1.1.2 “ULS-ST” refers to Unbundled Local Switching with Unbundled Shared Transport in **SBC-AMERITECH**. ULS-ST is provided on a per ULS port basis.
- 11.1.1.3 Unbundled Network Element – Local Switching with Shared Transport is available for **SNET** pursuant to the Connecticut Access Service Tariff
- 11.1.2 **SBC-AMERITECH** provides to CLECs subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 (“FCC Conditions”).
- 11.1.3 ULS-ST permits the CLEC to access the interoffice network of **SBC-AMERITECH** for the origination from and completion to the associated ULS port of End User local traffic to and from **SBC-AMERITECH** switches or third-party switches. ULS-ST also permits access to that network, using Common Transport and Tandem Switching, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC’d/LPIC’d Interexchange Carrier for that ULS port is not directly connected to the **SBC-AMERITECH** switch providing that ULS port. **SBC-AMERITECH** will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.
- 11.1.4 All CLEC’s local traffic between **SBC-AMERITECH** switches will use Shared Transport and all local CLEC’s traffic to non-**SBC-12STATE** switches will use the transit function of Shared Transport (with this transit function being referred to as “Shared Transport-Transit”). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.
- 11.1.5 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. **SBC-12STATE** reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.

- 11.1.6 **SBC-12STATE**'s ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the **SBC-STATE** network.
- 11.1.7 In providing ULS-ST, **SBC-12STATE** will use the existing **SBC-12STATE** routing tables contained in **SBC-12STATE** switches, as **SBC-12STATE** may change those tables from time to time including after CLEC purchases ULS-ST.
- 11.1.8 **SBC-12STATE** will provide SS7 signaling on interswitch calls originating from an ULS port. CLEC will be charged for the use of the **SBC-12STATE** signaling on a per- call basis.

11.2 Custom Routing of OS/DA with ULS-ST

- 11.2.1 CLEC can only mix ULS-ST and custom routing within a **SBC-AMERITECH** end office switch where CLEC chooses to custom route all of its OS and/or all of its DA (OS/DA) traffic for its End Users served by **SBC-AMERITECH**'s ULS-ST ports in that **SBC-AMERITECH** end office switch. If this custom routing for OS/DA is chosen in a given **SBC-AMERITECH** end office switch, then all End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by CLEC.
- 11.2.2 CLEC must provide **SBC-AMERITECH** routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where CLEC has End Users served via ULS-ST ports. CLEC will be charged by **SBC-AMERITECH** for the establishment of each custom route for OS or DA traffic in an end office switch.
- 11.2.3 **SBC-AMERITECH** will direct all custom routed local OS and/or local DA calls using the Advanced Intelligence Network programming developed to be compatible with ULS-ST to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by CLEC.
- 11.2.4 CLEC will request custom OS/DA routing for use with ULS-ST other than described in this Section via the Bona Fide Request process.
- 11.2.5 CLEC will be required to provide custom branding for OS/DA calls via Service Provider Identification (SPID) branding for End Users served by CLEC purchasing **SBC-AMERITECH**'s ULS-ST ports. SPID branding must be addressed in a separate agreement between CLEC and **SBC-AMERITECH**.

11.3 ULS-ST Usage-Sensitive Rating

11.3.1 **SBC-12STATE** will charge CLEC ULS usage rates for intraswitch and interswitch traffic originating from an ULS port and for interswitch traffic terminating to an ULS port.

11.3.2 **SBC-12STATE** will charge CLEC using **SBC-12STATE**'s Shared Transport a usage-sensitive Blended Transport rate in addition to the originating ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an **SBC-12STATE** end office or to/from a non-**SBC-12STATE** end office.

11.3.3 The charges for Shared Transport are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

11.4 Unbundled Dedicated Transport

Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and are technically feasible) between two wire centers owned by **SBC-12STATE** or CLEC, or between switches owned by **SBC-12STATE** or CLEC. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Interoffice Transport (IOT) under this agreement. Rather, IOT is available as described in Section 18 of the Connecticut Tariff FCC No. 39. Dedicated Transport includes the following rate elements:

- (a) Interoffice Transport Fixed - Billed per termination at each **SBC-12STATE** end office.
- (b) Interoffice Transport Variable - Billed per mile for the transmission path which extends between each **SBC-12STATE** end office.
- (c) Entrance Facility – Applies from **SBC-12STATE**'s wire center (serving wire center) to the CLEC's location.
- (d) Multiplexing - Is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport..
- (e) Digital Cross-Connect System ("DCS") - **SBC-12STATE** will offer access to Digital Cross-Connect System(s) ("DCS") in conjunction with

the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers.

11.4.1 **SBC-13STATE** will offer Dedicated Transport as a point to point circuit (e.g., DS-1, DS-3) dedicated to CLEC.

11.4.2 **SBC-13STATE** will provide Dedicated Transport at the following speeds: DS-1 (1,544 Mbps), and DS-3 (45 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps). **SBC-12STATE** will provide higher speeds to CLEC as they are deployed in the **SBC-12STATE** Network. **SBC-12STATE** provides OCN Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist. Availability of unbundled transport services at transmission rates other than those provided in Appendix Pricing are subject to CLEC's request according to Section 3 of this Appendix.

11.5 Diversity

11.5.1 When requested by CLEC and only where such interoffice facilities exist at the time of CLEC's request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

11.5.2 **SBC-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by **SBC-12STATE** for CLEC specific diversity. **SBC-12STATE** will advise CLEC of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

11.6 Reciprocal Compensation associated with ULS-ST

11.6.1 For the traffic to which reciprocal compensation applies and subject to the other provisions in this Agreement regarding reciprocal compensation:

11.6.2 As to ULS-ST only, **SBC-AMERITECH** will charge CLEC using **SBC-AMERITECH**'s ULS-ST a Reciprocal Compensation rate specific to ULS-ST for interswitch local traffic originated from a ULS-ST port and terminated to a **SBC-AMERITECH** end office.

11.6.3 As to ULS-ST only, CLEC will reciprocally charge **SBC-AMERITECH** for interswitch local traffic originated from a **SBC-AMERITECH** end

office and terminated to an ULS-ST port at the same rate as ULS usage rate associated with ULS-ST a Reciprocal Compensation rate.

11.6.4 CLEC will be solely responsible for establishing compensation arrangements with all telecommunications carriers to which ULS-ST traffic is delivered or from which ULS-ST traffic is received, including all ULS-ST traffic carried by Shared Transport-Transit.

11.7 IntraLATA and InterLATA Toll Rate Application

11.7.1 When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through **SBC-AMERITECH** tandem switch(es) and transmission facilities, **SBC-AMERITECH** will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the **SBC-AMERITECH** end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic.

11.7.2 The ULS-ST usage-sensitive charges (per minute of use) described in this Section are set forth in the Appendix Pricing.

11.8 Application of Usage Sensitive Charges for ULS-ST

11.8.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).

11.8.2 Intraswitch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

11.8.2.1 CLEC will be charged ULS-O usage charges of use for a call originating from an CLEC ULS line port or trunk port that terminates to a **SBC-AMERITECH** end user line, Resale line, or any unbundled line port or trunk port which is connected to the same end office switch.

11.8.2.2 CLEC will be charged ULS-O usage charges for a Centrex-like ULS intercom call in which CLEC's End User dials from one Centrex-like station to another Centrex-like station in the same common block defined system.

11.8.2.3 **SBC-AMERITECH** will not bill ULS-T usage charges for Intraswitch calls that terminate to a CLEC ULS port.

11.8.3 Interswitch Calls - calls not originating and terminating in the same switch, i.e., not the same 11-digit Common Language Location Identifier (CLLI) end office:

11.8.3.1 Local Calls

11.8.3.1.1 General Principles

11.8.3.1.1.1 When a call originates from a CLEC ULS-ST port, CLEC will be charged ULS-O usage and SS7 signaling charges. If the call routes over **SBC-AMERITECH**'s shared transport network, CLEC will pay charges for Blended Transport usage in addition to ULS-O usage charges.

11.8.3.1.1.2 The Parties agree that, for local calls originated over ULS-ST, **SBC-AMERITECH** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will be charged the rate shown on Appendix Pricing UNE - Schedule of unbundled shared transport Prices labeled "ULS-ST Blended Transport," for each minute of use, whether or not the call actually traverses the tandem switch.

11.8.3.1.1.3 When a call terminates to a CLEC ULS-ST port, CLEC will pay ULS-T usage charges.

11.8.3.1.2 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

11.8.3.2 IntraLATA and InterLATA Toll Calls

11.8.3.2.1 General Principles

11.8.3.2.1.1 "1+" intraLATA calls from CLEC ULS-ST ports will be routed to the originating End User's IntraLATA Primary Interexchange Carrier (LPIC) choice. When a "1+" interLATA call is initiated from an ULS-ST port, it will be routed to the End User's interLATA (PIC) choice.

11.8.3.2.1.2 When an intraLATA or interLATA toll call originates from a CLEC ULS-ST port, **SBC-AMERITECH** will not charge originating access charges to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

11.8.3.2.1.3 When an intraLATA or interLATA toll call terminates to a CLEC ULS-ST port, **SBC-AMERITECH** will not charge terminating access to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

11.8.3.2.2 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

11.8.3.3 Toll Free Calls

11.8.3.3.1 When CLEC uses an ULS-ST port to initiate an intraLATA 800-type call, **SBC-AMERITECH** will perform the appropriate database query and will route the call to terminating **SBC-AMERITECH** “Success 800” subscriber. CLEC will be charged the 800 database query, ULS-O usage, and SS7 signaling charges.

11.8.3.3.2 When CLEC uses an ULS-ST port to initiate an 800-type call where the terminating port is not a **SBC-AMERITECH** “Success 800” subscriber, **SBC-AMERITECH** will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query, ULS-O usage, and SS7 signaling charges. If 800-type call is routed **using SBC-AMERITECH** tandem, then **SBC-AMERITECH** will also charge ULS-ST Common Transport and ULS-ST Tandem Switching usage charges. **SBC-AMERITECH** will not charge originating access charges to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the

access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

12. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

12.1 **SBC-13STATE** will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). In addition, Operator Services and Directory Assistance (“OS/DA”) are available as described in Appendix DA, and Appendix OS.

13. INTEROFFICE TRANSPORT

13.1 The Interoffice Transport (IOT) unbundled network element is defined as **SBC-12STATE**'s interoffice transmission facilities dedicated to a particular CLEC, that provides telecommunications between wire centers owned by **SBC-12STATE** or CLEC or third parties acting on behalf of CLEC, or between switches owned by **SBC-12STATE** or CLEC IOT will be provided only where such facilities exist at the time of CLEC request. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Interoffice Transport (IOT) under this agreement. Rather, IOT is available as described in Section 18 of the Connecticut Tariff FCC No. 39.

13.2 **SBC-12STATE** will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

13.3 See Appendix Pricing for rate elements for Interoffice Transport.

14. SIGNALING NETWORKS AND CALL-RELATED DATABASES

14.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, Service Control Points, and Call-Related Databases. Access to **SBC-13STATE**'s signaling network and call related databases will be provided as described in the following Appendices: SS7, 800, and AIN.

15. **DARK FIBER**

15.1 Dark fiber is deployed, unlit fiber optic cable that connects two points within **SBC-13STATE**'s network. Dark fiber is fiber that has not been activated through connection to the electronics that “light it”, and thereby render it capable of carrying communications services. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this agreement. Rather,

Dark Fiber is available as described in Section 18.2.1E of the Connecticut Access Service Tariff.

15.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or “light” end to end. CLEC may only subscribe to dark fiber that is considered “spare,” as defined in Sections 15.4.1 and 15.5.1, below.

15.2 Interoffice Dark Fiber

15.2.1 **SBC-12STATE** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **SBC-12STATE** Central Offices (CO’s) and terminates on a fiber distribution frame, or equivalent, in the CO. **SBC-12STATE** will offer its dark fiber to CLEC when CLEC has collocation space in each **SBC-12STATE** CO where the fibers terminate.

15.3 Loop Fiber

15.3.1 **SBC-12STATE** will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving **SBC-12STATE** central office and an end user customer premise.

15.3.2 **SBC-12STATE** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

15.3.2.1 the serving **SBC-12STATE** central office and a remote terminal site/CEV/Hut; or any other accessible point required by law or pursuant to the BFR process collectively, (“Access Point”). or

15.3.2.2 a remote terminal site/CEV/Hut and an end user customer premise or any “Access Point”.

15.3.3 CLEC may request a fiber sub-loop segment that is not identified in Section 15.3.2 of this Appendix UNE using the BFR process. **SBC-12STATE** will provide access to that fiber subloop to the extent required by law.

15.3.4 At central offices, the dark fiber terminates on a fiber distribution frame, or equivalent, in the central office. CLEC access is provided pursuant Method One (Section 2.10.1.1, above).

15.3.5 CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber

distribution frame at the remote terminal site/CEV/Hut or any “Access Point”.

15.4 Spare Fiber Inventory Availability and Condition

15.4.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, **SBC-12STATE** growth fibers, defective fibers, and fibers subscribed to by other CLECs, as defined in Section 15.5.1 of this Appendix.

15.4.2 **SBC-12STATE** will provide dark fiber to CLEC in increments of two strands. CLEC may order up to 25% of available spare dark fibers or two dark fiber strands, whichever is greater, in each fiber cable segment over a 12 month period. Should there be less than 8 available spare strands in any given segment, a CLEC would be able to lease two dark fibers even though it exceeds 25%. CLEC must use electronics on fiber optic cable pairs that provide equivalent or greater capacity to that deployed in **SBC-12STATE**'s network for the same route before requesting additional dark fiber pairs in that route.

15.5 Determining Spare Fibers:

15.5.1 **SBC-12STATE** will inventory and track spare dark fibers. The appropriate **SBC-12STATE** engineering organization will maintain records on each fiber optic cable for which CLECs request dark fiber. Spare fibers do not include the following:

15.5.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

15.5.1.2 Defective fibers

15.5.1.3 ¹NEVADA only may reserve and withhold Dark Fiber required for Nevada Bell's approved and funded projects that are to be completed within one year of CLEC's request for use of the Dark Fiber.

15.5.2 Fiber subscribed to by other CLEC. Fibers that, as of the day CLEC submits its order for dark fibers, **SBC-12STATE** has already reserved for use by another CLEC. **SBC-12STATE** growth fibers. Fibers documented as reserved by **SBC-12STATE** for utilization for growth within the 12 month-period following the carrier's request.

15.5.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.

15.6 Quantities and Time Frames for ordering Dark Fiber:

15.6.1 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

15.6.1.1 If spare dark fiber is available, as determined under this Agreement, **SBC-12STATE** will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber. **SBC-12STATE** will respond to a dark fiber facilities inquiry from CLEC as to the availability of a particular segment or segments within ten (10) business days from receipt of valid inquiry request.

15.6.2 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 12.6.2.

15.7 Right of Revocation of Access to Dark Fiber

15.7.1 Should CLEC not utilize the fiber strands subscribed to within the 12-month period following the date **SBC-12STATE** provided the fibers, **SBC-12STATE** may revoke CLEC's access to the dark fiber and recover

¹ Section 15.5.1.3 us available only in the State of Nevada. Refer to the Interconnection Agreement General Terms and Conditions Paragraph 2.10.1

those fiber facilities and return them to **SBC-12STATE**'s inventory.

15.7.2 ¹NEVADA only may give sixty (60) days prior notice to CLEC and the Commission of its need to reclaim Dark Fiber from CLEC for use in approved and funded projects of NEVADA or another CLEC that are to be completed within one year. The Notice shall specifically identify the Dark Fiber that NEVADA intends to reclaim. If, at the end of the sixty (60) day notice period, CLEC has not demonstrated in writing to NEVADA that the Dark Fiber has been allocated for CLEC's own approved and funded project to be completed within one year, NEVADA may reclaim the Dark Fiber. Notwithstanding the foregoing provisions, NEVADA shall not be obligated to provide CLEC access to Dark Fiber that NEVADA has reserved (a) for emergency relief or maintenance for use by all telecommunications carriers in an amount as defined in Maintenance Spares, Section 15.5.1.1 of this Appendix UNE; and (b) as necessary for NEVADA to satisfy its obligations as a provider of last resort pursuant to any directive or order of the Commission.

15.7.3 **SBC-12STATE** may reclaim from the CLEC's the right to use dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months' written notice to the CLEC. **SBC-12STATE** will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. **SBC-12STATE** must also demonstrate to the CLEC that the dark fiber will be needed to meet **SBC-12STATE**'s bandwidth requirements within the 12 months following the revocation. This provision shall not apply in any state in which a state commission has approved a different standard for reclamation of dark fiber.

15.8 Access Methods specific to Dark Fiber

15.8.1 The demarcation point for dark fiber at central offices, accessible terminals and customer premises will be in a **SBC-12STATE** approved splitter shelf. This arrangement allows for non-intrusive testing.

15.9 Installation and Maintenance for Dark Fiber

15.9.1 **SBC-12STATE** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber

¹ Section 15.7.2 is available only in the State of Nevada. Refer to Interconnection Agreement General Terms and Conditions, Paragraph 2.10.1.

jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

16. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

16.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **SBC-13STATE**'s databases and information. **SBC-13STATE** will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

17. CROSS-CONNECTS

17.1 The cross-connect is the media between the **SBC-13STATE** UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a **SBC-13STATE** UNE and a Collocation area (physical) for the purpose of permitting the CLEC to connect the **SBC-13STATE** UNE to other UNEs or to the CLECs own facilities.

17.2 **SBC-7STATE** will provide cross-connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for Sections 17.3, 17.4 and 17.5 for **SBC-AMERITECH** and **SNET** are provided as set forth in Appendix Pricing. For all other cross-connect pricing for **SNET** refer to the applicable state tariff.

17.3 The applicable loop cross-connects to point of access for the purpose of CLEC combining a **SBC-13STATE** loop with another **SBC-13STATE** UNE are as follows:

17.3.1 2-wire analog loop to UNE Connection Methods point of access;

17.3.2 4-wire analog loop to UNE Connection Methods point of access;

17.3.3 2-wire digital loop to UNE Connection Methods point of access;

17.3.4 4-wire digital loop to UNE Connection Methods point of access; and

17.3.5 DS-3 digital loop to UNE Connections Methods point of access.

17.4 The applicable unbundled Dedicated Transport cross-connects to the UNE Connection Methods point of access for the purpose of CLEC combining Unbundled Dedicated Transport to another **SBC-13STATE** UNE are as follows:

- 17.4.1 DS-1 to UNE Connection Methods point of access
- 17.4.2 DS-3 to UNE Connection Methods point of access
- 17.4.3 OC-3 to UNE Connection Methods point of access
- 17.4.4 OC-12 to UNE Connection Methods point of access
- 17.4.5 OC-48 to UNE Connection Methods point of access
- 17.4.6 When higher speeds of transport are deployed by **SBC-13STATE**, cross-connects will also be provided for those higher speeds of transport.
- 17.5 The applicable Switch Port cross-connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another **SBC-13STATE** UNE are as follows:
 - 17.5.1 Analog Line Port to UNE Connection Methods point of access;
 - 17.5.2 ISDN BRI Line Port to UNE Connection Methods point of access-
 - 17.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access
 - 17.5.4 Analog DID Trunk Port to UNE Connection Methods point of access
 - 17.5.5 DS-1 Trunk Port to UNE Connection Methods point of access
- 17.6 The applicable Loop cross-connects for the purpose of CLEC connecting a **SBC-SWBT** and **NEVADA Loop** UNE to CLEC's Collocated facilities are as follows:
 - 17.6.1 2-Wire Analog Loop to Collocation
 - 17.6.2 2-Wire Analog Loop to Collocation (without testing)
 - 17.6.3 4-Wire Analog Loop to Collocation
 - 17.6.4 4-Wire Analog Loop to Collocation (without testing)
 - 17.6.5 2-Wire Digital Loop to Collocation
 - 17.6.6 2-Wire Digital Loop to Collocation (without testing)
 - 17.6.7 4-Wire Digital Loop to Collocation
 - 17.6.8 4-Wire Digital loop to Collocation (without testing)

- 17.6.9 DSL Shielded Cross-connect to Collocation
- 17.6.10 2-Wire DSL non-shielded cross-connect to Collocation
- 17.6.11 4-Wire DSL non-shielded cross-connect to Collocation
- 17.6.12 2-Wire Analog Loop to Collo/Mux (different C.O.)
- 17.6.13 2-Wire Analog Loop to Collo/Mux (without testing) (different C.O.)
- 17.6.14 4-Wire Analog Loop to Collo/Mux (different C.O.)
- 17.6.15 4-Wire Analog Loop to Collo/Mux (without testing) (different C.O.)
- 17.6.16 2-Wire Digital Loop to Collo/Mux (different C.O.)
- 17.6.17 2-Wire Digital Loop to Collo/Mux (without testing) (different C.O.)
- 17.6.18 4-Wire Digital Loop to Collo/Mux (different C.O.)
- 17.6.19 4-Wire Digital Loop to Collo/Mux (without testing) (different C.O.)
- 17.6.20 DS-3 digital loop to Collocation
- 17.6.21 DS-3 digital loop to Collocation (without testing)
- 17.6.22 DS-3 digital loop to Collo/Mux (different C.O.)
- 17.6.23 DS-3 digital loop to Collo/Mux (without testing) (different C.O.)
- 17.7 The applicable dedicated transport cross-connects for the purpose of CLEC connecting a SBC-SWBT and NEVADA dedicated transport UNE to CLEC's Collocated facilities (either physical or virtual) are as follows:
 - 17.7.1 DS-1 to Collocation
 - 17.7.2 DS-3 Collocation
 - 17.7.3 OC-3 to Collocation
 - 17.7.4 OC-12 to Collocation
 - 17.7.5 OC-48 to Collocation

- 17.7.6 When higher speeds of transport are deployed by **SBC-13STATE**, cross-connects will also be provided for those higher speeds of transport.
- 17.8 The applicable Port cross-connects for the purpose of CLEC connecting an SBC-SWBT and NEVADA Port UNE to CLEC's Collocated facilities (either physical or virtual) are as follows:
- 17.8.1 Analog Line Port to Collocation
- 17.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation
- 17.8.3 Primary Rate Interface (PRI) Trunk Port to Collocation
- 17.8.4 Analog DID Trunk Port to Collocation
- 17.8.5 DS Trunk Port to Collocation
- 17.9 Maintenance of Elements
- 17.9.1 The network elements provided by **SBC-13STATE** pursuant to this Appendix will be maintained by **SBC-13STATE**.
- 17.9.2 If trouble occurs with Unbundled Network Elements provided by **SBC-13STATE**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **SBC-13STATE**'s equipment and/or facilities, CLEC will issue a trouble report to **SBC-13STATE**.
- 17.9.3 CLEC will pay Additional Labor charges when CLEC reports a suspected failure of a network element and **SBC-13STATE** dispatches personnel to the End User's premises or a **SBC-13STATE** central office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Additional Labor charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates for Additional Labor will be billed pursuant to the applicable state tariff.
- 17.9.4 CLEC shall pay Additional Labor charges when **SBC-13STATE** dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than **SBC-13STATE** or in detariffed CPE provided by **SBC-13STATE**.
- 17.9.5 If CLEC issues a trouble report allowing **SBC-13STATE** access to the End User's premises and **SBC-13STATE** personnel are dispatched but denied access to the premises, then Additional Labor charges will apply for the period of time that **SBC-13STATE** personnel are dispatched.

17.9.6 Additional Labor charges apply on a first and additional basis for each half hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of **SBC-13STATE** performed during normally scheduled working hours on a normally scheduled work day. Overtime is work-related efforts of **SBC-13STATE** performed on a normally scheduled work day, but outside of normally scheduled working hours. Premium Time is work related efforts of **SBC-13STATE** performed other than on a normally scheduled work day.

17.9.7 If CLEC requests or approves a **SBC-13STATE** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

18. RECONFIGURATION

18.1 **SBC-13STATE** will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order(s) released by the FCC on November 24, 1999 and on May 19,2000, In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370. Once the FCC issues a final order resolving the issues identified in its Fourth Notice of Proposed Rulemaking in CC Docket No. 96-98, and such order becomes effective, the Parties agree to comply therewith.

19. RESERVATION OF RIGHTS

19.1 **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 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, 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 any decision by the FCC, a state regulatory agency or 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 and such order becomes legally effective and is not subject to stay, CLEC or **SBC-13STATE** may, on thirty (30) days written notice require that the terms of this agreement related to those UNEs and/or UNE combinations be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. An arbitration before a state regulatory agency between Parties other than CLEC and **SBC-13STATE** shall not constitute a state regulatory proceeding for purposes of the immediately preceding sentence. 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.

APPENDIX WP

TABLE OF CONTENTS

1. INTRODUCTION	3
2. SERVICE PROVIDED.....	4
3. USE OF SUBSCRIBER LISTING INFORMATION.....	6
4. PRICING.....	6
5. ASSIGNMENT	7
6. LIABILITY	7
7. BREACH OF CONTRACT.....	8
8. TERM.....	8
9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	8

APPENDIX WP WHITE PAGES DIRECTORY APPENDIX

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLEC's or CLECs leasing unbundled switched ports for End User Listings in White Page directories provided by the applicable AT&T Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 AT&T Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 As used herein, SBC-8STATE means the above listed ILEC's doing business in Missouri, Oklahoma, Arkansas, Kansas, Texas, California, Nevada, and Connecticut.
- 1.6 The prices at which SBC-13STATE agrees to provide CLEC with White Page services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.7 SBC-AMERITECH –Except where expressly stated, the terms and conditions for switch-based CLECs, CLEC's leasing unbundled switch ports, and conditions for including CLEC End User listings in SBC-AMERITECH White Page directories as well as distribution of such directories to CLEC and/or CLEC End User's is a product offering available through a non-regulated subsidiary of SBC-AMERITECH.

SBC-8STATE and CLEC agree to the following terms and conditions for the printing and distribution of White Pages directories:

- (a) SBC-8STATE publishes White Pages directories for geographic areas in which CLEC also provides local exchange telephone service, and CLEC

wishes to include alphabetical listings information for its End Users in the appropriate SBC-8STATE White Pages directories.

- (b) CLEC also desires distribution to its End Users of the White Pages directories that include listings of CLEC's End Users.

NOW THEREFORE, in consideration of these premises, SBC-8STATE and CLEC agree as follows:

2. SERVICE PROVIDED

- 2.1 Subject to SBC-8STATE's practices, as well as the rules and regulations applicable to the provision of White Pages directories, SBC-8STATE will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and SBC-8STATE practices are subject to change from time to time.

Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, CLEC shall furnish to SBC-8STATE, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as SBC-8STATE may require to prepare and print the alphabetical listings of said directory.

- 2.2 CLEC may choose to have its End User listings alphabetically interfiled (alphabetically interspersed) with SBC-8STATE subscriber listings or published in a separate section of the WP directory. SBC-8STATE, at its option, may impose an additional charge associated with separating CLEC End User listings and publishing them in a separate section of the WP directories. Sixty (60) days prior to the business office close date for a particular directory, SBC-8STATE shall provide CLEC a verification list of its subscriber listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each CLEC End User. CLEC shall review this verification list and shall submit to SBC-8STATE any necessary additions, deletions or modifications within thirty (30) calendar days of the directory close date.

- 2.3 CLEC may provide CLEC's subscriber listing information to SBC-8STATE for inclusion in the White Pages directory via an electronic or manual feed of the listing information to SBC-8STATE listing database. Upon receipt of a written request from CLEC for subscriber listing information to be transmitted to a designated third party directory publishers (limited to publishers that SBC-8STATE transmits its own listing information, SBC-8STATE will provide to that designated third party directory publisher CLEC subscriber's listing information on an alphabetically interfiled (interspersed) basis and indistinguishable from

SBC-8STATE's subscriber listing information for a one-time administrative fee of one hundred dollars (\$100.00) per occurrence, per directory publisher.

- 2.4 CLEC must provide a Primary Listing (whether the End User's number is to be published or non-published) for each end-user that requires delivery. SBC-8STATE will arrange for the delivery of local directories to CLEC end-users in accordance with current practices.

Each CLEC subscriber will receive one copy per primary End User Listing of SBC-8STATE's White Pages directory, and a Yellow Pages directory when cobound with the White Pages, in the same manner and at the same time that they are provided to SBC-8STATE's subscribers, annually. SBC-8STATE has no obligation to provide any additional White Page directories above the directories provided to CLEC or CLEC customers after each annual distribution of newly published White Pages. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, CLEC may provide to SBC-8STATE written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, SBC-8STATE will deliver the remaining directories included in the CLEC's order in bulk to an address specified by the CLEC.

- 2.5 SBC-8STATE will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) and at CLEC's request, SBC-8STATE will include CLEC specific information (i.e., of endusers served by CLEC business office, residence office, repair bureau, etc.) in the SBC-8STATE White Pages directory on an "index-type" informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide SBC-8STATE with its logo and information in the form of a camera ready copy, sized at 1/8th of a page.

The content of CLEC's camera-ready copy shall be subject to SBC-8STATE approval. In those directories in which SBC-8STATE includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.

- 2.6 At its request, CLEC may purchase an "Informational Page" in the informational section of the SBC-8STATE White Pages directory covering the CLEC served end-user geographic area. Such page shall be no different in style, size, color and format than SBC-8STATE "Informational Page" and is limited to the purchase of one (1) full page. Sixty (60) days prior to the directory close date, the CLEC shall provide to SBC-8STATE the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 CLEC authorizes SBC-13STATE to include and use the subscriber listing information provided to SBC-13STATE pursuant to this Appendix in SBC-13STATE's appropriate printed WP directory and SBC-13STATE's directory assistance databases. Included in this authorization is the exchange of extended area service listings SBC-13STATE provides for Independent Company directory publications and release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is SBC-13STATE's use of CLEC's subscriber listing information in SBC-13STATE's current and future directory assistance and directory assistance related products and services.

4. PRICING

4.1 The rates for the services described herein are identified on Exhibit I attached hereto and incorporated by reference. If CLEC provides its subscriber listing information to SBC-8STATE's listings database, SBC-8STATE will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to CLEC End Users listed in the directory, plus an annual, per book copy charge at the time directories are delivered in bulk to CLEC. Included in this rate, CLEC will receive for its End User, one primary listing in SBC-8STATE's WP directory, a listing in SBC-8STATE's directory assistance database and, at the time of annual distribution of newly published directories, one copy of the directory provided to either CLEC's End Users, or in bulk to the CLEC location. SBC-8STATE has no obligation to warehouse WP directories for CLEC or provide WP directories to CLEC's End Users subsequent to the annual distribution of newly published directories.

4.2 SBC-8STATE has no obligation to provide any additional WP directories above the number of directories forecast by CLEC per Section 2.4 above. While SBC-8STATE has no obligation to provide WP directories to CLEC or CLEC End Users after the annual distribution of newly published directories, SBC-8STATE will in good faith attempt to accommodate CLEC requests for "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see Section 2.4 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, SBC-8STATE will provide the directories in bulk to CLEC and will assess a per book charge.

4.3 Where a CLEC End User requires additional listings to appear in the WP directory, SBC-8STATE will assess CLEC a charge for such listings at existing SBC-8STATE tariff rates. An additional charge at SBC-8STATE's tariff rate applies when CLEC wishes to list an End User in SBC-8STATE's directory assistance database but does not wish to have its End-User listed in SBC-8STATE's WP directory. In addition, CLEC may elect to have its End User

unlisted and the listing not published in SBC-8STATE's WP directory at SBC-8STATE's tariff rate for those nonpublished, nonlisted services.

- 4.4 For inclusion of the CLEC "Informational Page" in the WP directory, SBC-8STATE shall charge the CLEC an annual fee for inclusion in the Metropolitan area book.

5. ASSIGNMENT

- 5.1 The subscriber listing information shall remain the property of CLEC. Except as stated in Section 3 herein, SBC-8STATE shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall SBC-8STATE authorize any other company, outside the Southwestern Bell Company family of companies, or any person to use the subscriber listing information for any other purpose. SBC-8STATE shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SBC 8-STATE takes to protect its own listings from unauthorized use), whether by SBC-8STATE, its agents, employees or others.

6. LIABILITY

- 6.1 CLEC hereby releases SBC-8STATE from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to SBC-8STATE under this appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages, to the same extent that SBC-8STATE obtains such release from its own customers by tariff or contract.
- 6.2 CLEC shall indemnify, protect, save harmless and defend SBC-8STATE (or SBC-8STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber listing information as it appears in the White Pages directory, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SBC-8STATE and/or against SBC-8STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscribers listing information in the White Pages directory, SBC-8STATE may, at its option, assume and undertake its own defense, or assist in the defense of CLEC, in which event CLEC shall reimburse SBC-8STATE for reasonable attorney's fees and other expenses incurred by SBC-8STATE in handling and defending such demand, claim and/or suit. SBC-8STATE agrees at all times to maintain in its applicable tariffs a disclaimer and waiver of liability and damages at least equal in scope to the indemnification agreement of CLEC under this Appendix.

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

7. BREACH OF CONTRACT

7.1 If either Party is found to have materially breached this Appendix and the other Party fails to cure such breach within thirty (30) days after written notice thereof, the non-breaching Party may terminate the Appendix by providing written notice to the breaching party that it failed to cure such breach within thirty (30) days of written notice thereof, whereupon this Appendix shall be null and void with respect to any issue of SBC-8STATE's White Pages directory published sixty (60) or more days after the date of the receipt of such written termination notice.

8. TERM

8.1 This Appendix shall continue in force for two years until terminated by sixty-(60) calendar days prior written notice by either Party to the other. Upon termination, SBC-8STATE shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by CLEC, and shall promptly return such subscriber listing information to the CLEC.

8.2 Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published within sixty (60) calendar days of termination.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 The General Terms and Conditions of this Agreement shall apply to this Appendix and every Interconnection, Resale Service, Network Element, facility, product or service and rate provided hereunder.

**APPENDIX DSL
(Including Line Sharing or HFPL)**

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. DEFINITIONS	4
3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL CAPABLE LOOPS.....	5
4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS.....	8
5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES.....	12
6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING.....	15
7. PROVISIONING.....	17
8. TESTING.....	19
9. MAINTENANCE/SERVICE ASSURANCE.....	23
10. SPECTRUM MANAGEMENT.....	26
11. RESERVATION OF RIGHTS.....	27
12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	27

APPENDIX DSL

Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable AT&T Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 AT&T Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-12STATE** means the above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.4 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.5 The prices at which **SBC-12STATE** agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.
- 1.6 The prices, terms, and conditions herein are not applicable in **SNET**. **SNET**'s unbundled DSL offering may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.
- 1.7 **SBC-12STATE** agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

- 2.1 For purposes of this Appendix, a “loop” is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 For purposes of this Appendix, refer to the subloop definition contained in the UNE Appendix.
- 2.3 The term “Digital Subscriber Line” (“DSL”) describes various technologies and services. The “x” in “xDSL” is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 2.4 “High Frequency Portion of the Loop” (“HFPL”) is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC’s Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the “Line Sharing Order”) references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. **SBC-12STATE** shall only make the HFPL available to CLEC in those instances where **SBC-12STATE** also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.
- 2.5 A loop technology that is “presumed acceptable for deployment” is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.
- 2.6 A “non-standard xDSL-based technology” is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.7 “Continuity” shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).
- 2.8 “Proof of Continuity” shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal

side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as “Proof of Continuity” or “Continuity Test.”

- 2.9 “xDSL Capable Loop” is a loop that a CLEC may use to deploy xDSL technologies.
- 2.10 “Acceptance Testing” shall be defined as the joint testing for xDSL loops between **SBC-12STATE**’s Technician, its Local Operations Center (“LOC”), and the CLECs designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.
- 2.11 “Line Share Turn-Up Test” shall be defined as the testing for HFPL by **SBC-12STATE** as more specifically described in Section 8.
- 2.12 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (“Plan of Record” or “POR”) refers to **SBC-12STATE**’s December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.
- 2.13 The “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.
- 2.14 Digital Subscriber Line Access Multiplexer” (“DSLAM”) is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

- 3.1 Unless otherwise noted, all references to “loop” in Sections 3.1 - 3.8 includes **SBC-12STATE**’s HFPL offering unless otherwise noted.
- 3.2 **SBC-12STATE** will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. **SBC-12STATE** will not impose limitations on the transmission speeds of xDSL services; provided, however, **SBC-12STATE** does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.

- 3.3 **SBC-12STATE** shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless **SBC-12STATE** has demonstrated to the state commissions in accordance with FCC orders that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 3.4 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to **SBC-12STATE** and the state commission before or at the time of its request to deploy such technology within **SBC-12STATE**. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.
- 3.5 In the event the CLEC wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 3.6 Liability
- 3.6.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or **SBC-12STATE**, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on **SBC-12STATE** facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, each Party ("Indemnifying Party") shall release, defend and indemnify the other Party ("Indemnitee") and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party's end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee's provision of splitter functionality under this Appendix.
- 3.6.2 For any technology, CLEC's use of any **SBC-12STATE** network element, or its own equipment or facilities in conjunction with any **SBC-12STATE** network element, will not materially interfere with or impair service over any facilities of **SBC-12STATE**, its affiliated companies or connecting

and concurring carriers involved in **SBC-12STATE** services, cause damage to **SBC-12STATE**'s plant, impair the privacy of a communications carried over **SBC-12STATE**'s facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, **SBC-12STATE** may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. Subject to Section 9.3 for HFPL, **SBC-12STATE** will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If **SBC-12STATE** does not believe the CLEC has made the sufficient showing of harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Appendix. Any claims of network harm by **SBC-12STATE** must be supported with specific and verifiable supporting information.

- 3.7 Indemnification: Except as otherwise provided herein, the Indemnification provisions of the General Terms and Conditions shall be applicable.
- 3.7.1 Covered Claim: Notwithstanding any other provisions of this Appendix, each Party ("Indemnifying Party") will release, indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party, or by the Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's (i.e., CLEC's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee (i.e., **SBC-12STATE**) and Indemnitee is requested by another telecommunications service provider to provide a voice grade service or facility to the end user.
- 3.7.2 Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, or the Indemnifying Party's provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records

that defense counsel may reasonably request in preparation and defense of the Covered Claim.

3.7.3 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under 3.7.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability and in any case in which the Indemnifying Party's provision of splitter functionality under this Appendix is determined not to be the cause of any of Indemnitee's liability.

3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 - 4.1.4 below, CLEC will, at the time of ordering, notify **SBC-12STATE** as to the Power Spectral Density (PSD) mask of the technology the CLEC will deploy.

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the associated Appendix Pricing.

4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional

and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.

- 4.1.4 Sub-Loop: In locations where **SBC-12STATE** has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, **SBC-12STATE** will make the following options available to CLEC:
- 4.1.4.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting **SBC-12STATE** to make copper facilities available (subject to Section 4.6 below).
- 4.1.4.2 The CLEC has the option of collocating a DSLAM in **SBC-12STATE**'s Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at **SBC-12STATE** RTs, **SBC-12STATE** will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.
- 4.1.4.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and **SBC-12STATE** has placed a DSLAM in the RT, **SBC-12STATE** must unbundle and provide access to its packet switching. **SBC-12STATE** is relieved of this unbundling obligation only if it permits a requesting CLEC to collocate its DSLAM in **SBC-12STATE**'s remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix PRICING shall apply to this subloop.
- 4.1.5 When **SBC-12STATE** is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide **SBC-12STATE** with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes.

- 4.1.5.1 xDSL technologies may only reside in the higher frequency ranges, preserving a “buffer zone” to ensure the integrity of voice band traffic.
- 4.2 When **SBC-12STATE** traditional retail POTS services are disconnected, **SBC-12STATE** will notify the CLEC that POTS service is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to underlying Pricing Appendix. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.
- 4.3 **SBC 12STATE** shall be under no obligation to provide multi carrier or multi service line sharing arrangements as referenced in FCC 99-35, paragraph 75. However, CLEC may provide voice and data services over the same loop by engaging in “line splitting”. SWBT shall not be required to provide low frequency voice service to CLEC “A” and high frequency data service to CLEC “B” on the same loop. Any line splitting between two CLECs shall be accomplished between those parties and shall not utilize the HFPL product, as defined in this Appendix, or any SWBT splitters. CLEC shall provide any splitters used for line splitting. To implement line splitting, CLEC may order, including using supporting OSS, loops, unbundled switching, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in this Agreement.
- 4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where **SBC-12STATE** is not the retail POTS provider.
- 4.5 **SBC-12STATE** shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. **SBC-12STATE** shall be under no obligation to provide HFPL where **SBC-12STATE** is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed. CLEC shall pay **SBC-12STATE** for conditioning performed at CLEC’s request pursuant to Sections 7.1 and 7.2 below.
- 4.6 For each loop (including the HFPL), CLEC shall at the time of ordering notify **SBC-12STATE** as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify **SBC-12STATE**. Likewise, **SBC-12STATE** will disclose to CLEC upon

request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. **SBC-12STATE** will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 10 below.

- 4.7 **SBC-12STATE** will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
- 4.7.1 Upon request by CLEC, **SBC-12STATE** will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.
- 4.7.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, **SBC-12STATE** will provide a loop to support the new technology for CLEC as follows:
- 4.7.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then **SBC-12STATE** will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.
- 4.7.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.

4.7.2.3 With the exception of HFPL access, which is addressed in Section 9 below, if **SBC-12STATE** or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then **SBC-12STATE** or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that **SBC-12STATE** or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.

4.7.3 Each Party must abide by Commission or FCC-approved spectrum management standards. **SBC-12STATE** will not impose its own standards for provisioning xDSL services. However, **SBC-12STATE** will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. **HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES**

5.1 Splitter ownership:

5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with **SBC-12STATE**'s standard collocation practices and procedure. When virtually collocated, **SBC-12STATE** will install, provision and maintain splitters under the terms of virtual collocation.

5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, **SBC-12STATE** voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein. SBC will determine where such **SBC-12STATE**-owned splitters will be located in each central office. **SBC-12STATE**-owned splitters will be placed in a common area accessible to CLECs if space is available. When placed in common areas accessible to CLECs, CLECs will have test access at the line side of the splitter. Upon CLEC's request, **SBC-12STATE** will perform testing and

repair at the **SBC-12STATE**-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by **SBC-12STATE**, CLEC shall pay SBC for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 **SBC-12STATE** will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: CLEC will provide **SBC-12STATE** with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, **SBC-12STATE** shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the SBC central office. For requests for **SBC-12STATE** provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLEC's Collocation Application. Installation intervals will be consistent with the collocation intervals for the applicable state.

5.1.2.1.2 Forecasts will be non-binding on both ILECs and CLECs. As such, **SBC-12STATE** will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.

5.1.2.2 Splitter provisioning will use standard **SBC-12STATE** configuration cabling and wiring in **SBC-12STATE** locations. Connecting Block layouts will reflect standard recognizable arrangements and will be wired out in contiguous 100 pair complements, and numbered 1-100. All arrangements must be consistent with **SBC-12STATE**'s Operational Support Systems ("OSS").

- 5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
 - 5.1.2.4 All **SBC-12STATE** -owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.
 - 5.1.2.5 When an end-user disconnects **SBC-12STATE**'s POTS service, **SBC-12STATE** will advise the end user to also notify their data CLEC. **SBC-12STATE** will also notify the CLEC of the disconnect and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. CLEC shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.
 - 5.1.2.6 **SBC-12STATE** retains the sole right to select **SBC-12STATE** - owned splitter equipment and installation vendors.
- 5.2 When physically collocated and choosing Option 1 above, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, **SBC-12STATE** will install the splitter in an **SBC-12STATE** bay and **SBC-12STATE** will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.
- 5.3 Splitter provisioning will use standard **SBC-12STATE** configuration cabling and wiring in **SBC-12STATE** locations. In situations where the CLEC owns the splitter, the splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts will reflect standard recognizable arrangements that will work with **SBC-12STATE** Operations Support Systems ("OSS").
- 5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
- 5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

- 6.1 **General:** **SBC-12STATE** will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in **SBC-12STATE**'s Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that **SBC-12STATE** is providing any other CLEC and **SBC-12STATE**'s retail operations or its advanced services affiliate.
- 6.2 **Loop Pre-Qualification:** Subject to 6.1 above, **SBC-12STATE**'s pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, **SBC-12STATE** will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.
- 6.3 **Loop Qualification:** Subject to 6.1 above, **SBC-12STATE** will develop and deploy enhancements to its existing Verigate, DataGate and EDI interfaces that will allow CLECs, as well as **SBC-12STATE**'s retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. Changes to existing interfaces and newly developed interfaces will be handled through the Change Management Process. The Change Management Process ("CMP") is defined as the process by which **SBC-12STATE** will notify Competitive Local Exchange Carriers ("CLECs") of changes to the Operational Support Systems ("OSS") interfaces, introduction of new interfaces, retirement of interfaces. It also provides for the identification and resolution of CLEC issues associated with the CMP. The CMP is intended to establish a structural means by which (1) CLECs may propose changes to the OSS interfaces and (2) **SBC-12STATE** will notify CLECs of changes to be made to the OSS interfaces.
- 6.3.1 As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.
- 6.3.1.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.3 above will return information in all fields described in SBC's Plan of Record when such information is

contained in **SBC-12STATE**'s electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.

6.3.1.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.

6.3.1.3 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.

6.3.1.4 When CLEC requests Manual Loop Qualification, it will be given an option to select either the loop qualification described in 6.3.2 above or the detailed loop qualification described in 6.3.3 and will be charged the respective price for the option selected.

6.3.2 All three categories of loop qualification are subject to the following:

6.3.2.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.

6.3.2.2 If a CLEC elects to have **SBC-12STATE** provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to **SBC-12STATE**'s affiliate, whichever is less.

6.3.2.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that **SBC-12STATE** perform conditioning at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.

6.3.2.4 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, **SBC-12STATE** is not required to condition the loop. However, should **SBC-12STATE** refuse the CLEC's request to condition a loop, **SBC-12STATE** will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

7. PROVISIONING

- 7.1 Provisioning: **SBC-12STATE** will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **SBC-12STATE** beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, **SBC-12STATE**'s maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, **SBC-12STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, **SBC-12STATE** will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.
- 7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning **SBC-12STATE** is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.
- 7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 7.3.1 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **SBC-**

12STATE's tariffed xDSL-based services, or its affiliate's, whichever is less.

- 7.3.2 The provisioning and installation intervals for xDSL-capable loops and HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon CLEC's end user customer release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.
- 7.3.3 Orders to convert existing stand-alone DSL-capable UNE loops to line shared loops, regardless of quantity, will be handled as Special Projects. The interval for such conversions will be determined on a case-by-case basis and will be jointly agreed upon by the Parties.
- 7.3.4 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.
- 7.3.5 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.
- 7.3.6 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, CLEC agrees that standard offered intervals do not constitute performance measurement commitments.

- 7.3.7 The CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable loop or HFPL provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.
- 7.3.8 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services, or its affiliate's, whichever is less.

8. TESTING

- 8.1 **SBC-12STATE** offers but does not require Acceptance Testing during the provisioning cycle for xDSL loop delivery. When **SBC-12STATE** provides HFPL, continuity is generally assumed as **SBC-12STATE** retail POTS service is operating at the time of the order. Generally, **SBC-12STATE** would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, **SBC-12STATE** will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.
- 8.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.
- 8.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.
- 8.3 Acceptance Testing Procedure:
- 8.3.1 Upon delivery of a loop to/for the CLEC, **SBC-12STATE**'s field technician will call the LOC and the LOC tester will call a toll free number provided by the CLEC to initiate performance of a series of Acceptance Tests.
- 8.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **SBC-12STATE** field

technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

- 8.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the **SBC-12STATE** field technician will not perform a short or open circuit due to technical limitations.
- 8.3.2 If the loop passes the “Proof of Continuity” parameters, as defined by this Appendix for DSL loops, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.
- 8.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **SBC-12STATE** will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, **SBC-12STATE** will still close the order. **SBC-12STATE** will not complete an order that fails Acceptance Testing.
- 8.3.4 Until such time as the CLEC and **SBC-12STATE** agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, **SBC-12STATE** agrees that should the CLEC open a trouble ticket and an **SBC-12STATE** network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an **SBC-12STATE** fault), **SBC-12STATE**, upon CLEC request, will adjust the CLEC’s bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.
- 8.3.5 **SBC-12STATE** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a “live” representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-12STATE**

may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.4 below.

- 8.3.6 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **SBC-12STATE** error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request **SBC-12STATE** to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 8.4 below.
- 8.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

8.4 Acceptance Testing Billing

8.4.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, the CLEC may indicate that it believes that **SBC-12STATE** is failing to install loops that are acceptable under the terms and definitions of this Appendix.

8.4.1.1 **SBC-12STATE** will perform an unbiased random sampling of the CLEC's service orders (or any other statistically robust or mutually acceptable sampling process). If the sampling establishes that **SBC-12STATE** is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time over any 2 month period of time, **SBC-12STATE** may continue charging for Acceptance Testing for all. If the sampling results show that **SBC-12STATE** is not correctly provisioning loops eighty percent (80%) of the time, or greater, **SBC-12STATE** may then perform a comprehensive analysis of the population.

8.4.1.2 If the sampling results from Section 8.4.1.1 above show that **SBC-12STATE** is in non-compliance with the conditioning

success rate, as defined in this Appendix, then the CLEC will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of the CLEC's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

8.4.1.3 In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, **SBC-12STATE** may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 8.4.1.2 above, be performed to determine whether **SBC-12STATE** can show compliance with the minimum success rates, as defined in Section 8.4.1.1 above. If the sampling result show **SBC-12STATE** is again in compliance, billing for Acceptance Testing shall resume.

8.4.1.4 Regardless of whether **SBC-12STATE** is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Appendix. **SBC-12STATE** will not bill for loop repairs when the repair resulted from an **SBC-12STATE** problem.

8.4.1.5 Beginning November 1, 2000, the **SBC-12STATE** delivery commitment, as defined by this Appendix in section 8.4.1.1, changes from 80% to 90%.

8.5 The charges for Acceptance Testing shall be as follows:

REGION	TARIFF	USOC	FIRST HALF HR./FRACTION**	ADDITIONAL **
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	UBCX+	\$40.92	\$22.60
Nevada Bell*	FCC No. 1; Sec. 13.3.5 (B)(1)	UBC++	\$40.21/\$32.72	N/A
Pacific Bell	FCC No. 128; Sec. 13.3.5 (C)(1)(a)	UBC++	\$44.00	\$23.00
Southwestern Bell	FCC No. 73; Sec. 13.4.8 (A)	UBCX+	\$33.51	\$21.32

* Nevada Bell Charges represent I/R Technicians and Central Office Maintenance respectively.

**Rates subject to tariff changes.

If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half

times the standard price and premium time being calculated at two times the standard price.

8.6 Line Sharing Turn-Up Testing Procedures:

- 8.6.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by **SBC-12STATE**'s central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.
- 8.6.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.
- 8.6.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC's CLEC Handbook. CLECs will not be billed for the Line Sharing Turn-Up Test described in 8.6.1 above.

9. MAINTENANCE /SERVICE ASSURANCE

- 9.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.
- 9.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, **SBC-12STATE** shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, **SBC-12STATE** shall attempt to notify the end user and CLEC for permission any time **SBC-12STATE** repair effort has the potential of affecting service on the broadband portion of the loop. **SBC-12STATE** may proceed with repair of the voice circuit if unable to reach end-user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval. CLEC agrees that standard offered intervals do not constitute performance measurement commitments.
- 9.3 **SBC-12STATE** will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals **SBC-12STATE** provides its advanced services affiliates for the HFPL.

- 9.3.1 If the CLEC opens a trouble ticket for the HFPL portion of the loop to **SBC-12STATE** and the problem is determined to be in the CLEC's network, the CLEC will pay **SBC-12STATE** the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.
- 9.3.2 **SBC-12STATE** -owned line splitters:
- 9.3.2.1 **SBC-12STATE** will offer a 24-hour clearing time, excluding weekends and holidays, or parity with the repair intervals **SBC-12STATE** provides its advanced services affiliates, whichever is less, for trouble reports on the HFPL only referred by CLEC where the voice service has not been impacted after such trouble has been isolated to the **SBC-12STATE** central office.
- 9.3.3 CLEC-owned line splitters:
- 9.3.3.1 If **SBC-12STATE** isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by the CLEC data equipment or splitter, **SBC-12STATE** will notify the CLEC and request a trouble ticket and a committed restoration time from CLEC for clearing the reported trouble.
- 9.3.4 Either Party may offer the End User the option of restoring the POTS line if the End User is not satisfied with the repair interval provided by the CLEC. If the End User chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either CLEC or **SBC-12STATE**, the contacted Party will notify the other and provide contact names prior to **SBC-12STATE** "cutting around" the POTS Splitter/DSLAM equipment to restore POTS.
- 9.3.5 When the CLEC resolves the trouble condition in its equipment, the CLEC will contact **SBC-12STATE** to restore the HFPL.
- 9.3.6 In the event the trouble is identified and corrected in the CLEC equipment, **SBC-12STATE** will charge the CLEC the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.
- 9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, **SBC-12STATE**'s maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, **SBC-12STATE** will verify

continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. For loops under 12,000 feet, **SBC-12STATE** will remove load coils, repeaters and excessive bridge tap at no charge.

- 9.5 An **SBC-12STATE** will provide CLECs access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing any intrusive test or so note such information on the CLEC's trouble documentation for non-mechanized tests.
- 9.6 CLEC hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to **SBC-12STATE** facilities and hereby agrees to release, defend and indemnify **SBC-12STATE**, and hold **SBC-12STATE** harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against **SBC-12STATE** by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by CLEC.
- 9.7 **SBC-12STATE** will not guarantee that the local loop (s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **SBC-12STATE** beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.
- 9.8 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with **SBC-12STATE**.

10. SPECTRUM MANAGEMENT

- 10.1 CLEC will advise **SBC-12STATE** of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At

the time of ordering a xDSL-capable loop, CLEC will notify **SBC-12STATE** as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify **SBC-12STATE**. CLEC will abide by standards pertinent for the designated PSD mask type.

- 10.2 **SBC-12STATE** agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. **SBC-12STATE** may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. **SBC-12STATE** shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. In all cases, **SBC-12STATE** will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by **SBC-12STATE**, as well as competitively neutral as between different xDSL services. Where disputes arise, **SBC-12STATE** and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, **SBC-12STATE** will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.
- 10.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, **SBC-12STATE** and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.
- 10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then **SBC-12STATE** and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. RESERVATION OF RIGHTS

- 11.1 The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the HFPL and associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or

otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's 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 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. 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 interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 The General Terms and Conditions of this Agreement shall apply to this Appendix and every Interconnection, Resale Service, Network Element, function, facility, product or service and rate provided hereunder.

APPENDIX MICROWAVE

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. DESCRIPTION..... 3

3. METHOD OF PROVISIONING..... 4

4. EQUIPMENT..... 6

5. PERMITS AND LICENSES..... 7

6. CLEC LIABILITY..... 7

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS..... 7

APPENDIX MICROWAVE

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for microwave interconnection provided by the applicable AT&T Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. In addition to the provisions of this Appendix, the collocation requirements of the Agreement to which this Appendix is appended shall be applicable, except to the extent inconsistent with this Appendix.
- 1.2 AT&T Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable SBC owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 SBC-8STATE - As used herein, SBC-8STATE means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 The prices at which SBC-13STATE agrees to provide CLEC with microwave interconnection are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DESCRIPTION

- 2.1 Where space permits and where technically feasible, SBC-13STATE will permit the use of CLEC-provided and CLEC-owned microwave entrance facility equipment as a means by which CLEC network connects to the SBC-13STATE network and to physical or virtual collocation arrangement provided by SBC-13STATE. Use of such microwave equipment is only available for the purpose of interconnection to SBC-

13STATE's network or access to SBC-13STATE unbundled network elements as may be described in this Appendix or tariff(s) pursuant to which the collocation arrangement is provided subject to existing law.

3. METHOD OF PROVISIONING

- 3.1 Where space exists and when technically feasible, at SBC-13STATE's discretion subject to existing law, the following method for providing space for CLEC-owned and CLEC-provided microwave equipment will be made available to CLEC. SBC-13STATE is responsible for design and construction for any and all infrastructure inside the SBC-13STATE premises at the CLEC's cost. The CLEC is responsible for provision and installation of line-of-sight antenna and associated electronic equipment and climate and weather protection for same; provided, however, that SBC-13STATE shall coordinate its own activities and those of other collocators so as not to interfere with or impede the use of CLEC's collocation space including CLEC's line-of-sight.
- 3.2 In addition, in each instance where microwave interconnection or access to UNEs is requested, a separate Joint Implementation Agreement (JIA) specifying requirements for each request will be developed and executed by CLEC and SBC-13STATE. The JIA will provide for specifics relating to, but not limited to, the responsibilities of SBC-13STATE and the CLEC for the specific microwave interconnection request, as well as any specific requirements needed by either Party as result of CLEC election for a certain type and/or manufacturer of microwave equipment and the method selected as discussed below.
- 3.3 The CLEC is responsible for acquiring the FCC license, where such a license is required by the FCC, for the designated spectrum. If FCC part 15, non-licensed, low power, digital radio transmission equipment is installed and used by the CLEC; SBC-13STATE makes no guarantee related to the degradation of that signal due to higher power transmitters located on or near the CLECs microwave antenna(e) collocation space. When the CLEC-designated microwave equipment is placed in a SBC-13STATE-provided virtual collocation arrangement, the CLEC will provide a copy of the license to SBC-13STATE and SBC-13STATE will post the CLEC-provided copy in an appropriate location. All SBC-13STATE safety standards which are applicable to SBC-13STATE's own microwave entrance facilities and associated antenna(e) shall apply to the CLEC's microwave entrance facility and associated antenna(e). Such standards will be enumerated in the JIA, above.
- 3.4 SBC-13STATE Tower/Structure

3.4.1 Where space is available and where technically feasible, **SBC-13STATE** will provide CLEC with antenna mounting space on the **SBC-13STATE** microwave tower or structure associated with the eligible structure where the CLEC physical or virtual collocation arrangement is located. A monthly recurring charge will apply for use of this mounting space. Alternatively, where space is not available or where it is not technically feasible to mount CLEC's antenna(e) on **SBC-13STATE**'s microwave tower or structure, CLEC may submit to **SBC-8STATE** a Unique Collocation Arrangement Inquiry or to **SBC-AMERITECH** a Non Standard Collocation Request (NSCR) for rooftop physical collocation of CLEC's microwave transmission facilities and supporting structure and access to riser conduits or cable support. The request should detail all of CLEC's requirements including the microwave transmission equipment that is to be used in the rooftop space, i.e., roof mount and microwave antenna(e). **SBC-13STATE** may reject CLEC's request for Physical or Virtual collocation if such collocation is not technically feasible or if space is not available for the requested collocation.

3.4.1.1 CLEC is responsible for all construction required for the mounting of microwave antenna(e) on the **SBC-13STATE** Tower/Structure or alternative supporting structure. CLEC is responsible for the installation, maintenance, repair and removal of all CLEC-provided and CLEC-owned microwave equipment. CLEC is responsible for the removal of its equipment and returning the property to its original condition within 60 days of termination of use of the microwave entrance facility. If CLEC does not perform the removal and restoration by the end of 60 days, **SBC-13STATE** may remove the equipment and restore the property at CLEC's expense on a time and materials basis.

3.4.1.2 CLEC is responsible for physically securing its equipment located on the **SBC-13STATE** property. CLEC proposal and designs for such security must meet with **SBC-13STATE**'s approval, which approval shall not be unreasonably withheld, nor shall such approval be based upon greater security requirements than **SBC-13STATE** imposes on itself.

3.4.1.3 Where **SBC-13STATE** has provided CLEC a physical collocation arrangement within the eligible structure,

CLEC radio equipment will be located in the CLEC dedicated physical collocation arrangement except where radio equipment is an integral part of the antenna, no additional DC power leads are required and adequate lightning protection is provided. In the case of a virtual collocation arrangement, CLEC designated radio equipment will be located in the **SBC-13STATE** equipment line-up. **SBC-13STATE** will allow virtual collocation of CLEC equipment associated with its microwave entrance facility pursuant to the Pricing appendix or tariffs governing the state in which the arrangement is located. All costs for training **SBC-13STATE** employees to install, maintain and repair the equipment will be at the CLEC's cost. **SBC-13STATE** will determine the number of employees to be trained on a premises-by-premises basis. For either (Physical or Virtual) microwave collocation entrance facility, **SBC-13-STATE** will provide and recover costs for the weatherproof building entrance and will, using the cabling/waveguide left by CLEC's vendor at the point of entrance, extend that cable/waveguide to the CLEC's Collocation arrangement using **SBC-13STATE**'s structure (cable rack, conduit, etc.). All costs for the extension of the cable/waveguide will be recovered by **SBC-13STATE** on a time and materials basis. To the extent that the cable length to the CLECs Collocation arrangement is greater than could be effectively provided without unacceptable signal loss or degradation, **SBC-13STATE** will work with the CLEC to obtain a mutually agreed upon space for the provisioning of regenerators or other radio equipment within 100 ft of CLEC's antenna. All costs and intervals associated with such additional equipment will be determined on an ICB basis.

3.4.1.4 CLEC is responsible for obtaining all necessary Federal, State and Local permits and licenses required for the use of microwave equipment.

4. EQUIPMENT

- 4.1 CLEC is responsible for providing a list of all microwave equipment to be provided to **SBC-13STATE** for the initial installation with the application to use microwave as a transmission media to connect to a physical or virtual collocation arrangement. Requests for subsequent microwave

equipment installation must be provided by CLEC in the identical manner as all subsequent requests for equipment to be placed in collocation arrangements.

- 4.2 **SBC-13STATE** is not responsible for lost equipment, except to the extent due to the negligence of **SBC-13STATE**.
- 4.3 It is the CLEC's responsibility to determine line-of-sight based upon the mutually agreed location of the microwave antenna.

5. PERMITS AND LICENSES

- 5.1 CLEC is responsible for all necessary licenses, construction and building permits including required FCC authorizations and any zoning approvals. All permits and approvals must be provided to **SBC-13STATE** prior to the installation of any microwave equipment on the **SBC-13STATE** premises roof. If **SBC-13STATE**'s assistance is required to obtain the necessary licenses and permits, **SBC-13STATE** will not unreasonably withhold such assistance and CLEC agrees to pay all **SBC-13STATE**'s expenses on an ICB/NSCR as required.

6. CLEC LIABILITY

- 6.1 CLEC will be responsible for any and all damages resulting from any harm to, or outage occurring in, **SBC-13STATE**'s or other collocator's network, which is a result of the installation, operation, or maintenance of the CLEC's equipment, including any type of defect, or due to the actions or inaction, willful, or negligent, of CLEC's employees, vendors, or contractors, including but not limited to consequential, specific, or general damages, costs of defense, including attorneys' fees, whether in-house or outside counsel, and any other costs incurred by **SBC-13STATE** as a direct or indirect result of the actions of CLEC related to this agreement.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX-PRICING

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. BILLING TIMELINES 3

3. RECURRING CHARGES 4

4. NON-RECURRING CHARGES 4

5. UNBUNDLED LOCAL SWITCHING (ULS) 5

6. BILLING 6

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 7

APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Nevada Bell Telephone Company (NEVADA) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement.
- 1.2 As used herein, NEVADA means the above listed ILEC doing business in Nevada.
- 1.3 For any rate element and/or charge contained in or referenced to in this Appendix Pricing that are not listed herein, including Bona Fide Requests (BFR), NEVADA and CLEC will negotiate prices.
- 1.4 For modifications of NEVADA's plant facilities see the BFR process to satisfy the CLEC request.

2. BILLING TIMELINES

- 2.1 All prices for *usage charges*, monthly recurring charges (MRCs) and nonrecurring charges (NRCs) provided for in this Agreement may take a substantial period of time from the Effective Date of this Agreement to implement in NEVADA's Carrier Access Billing System (CABS).
- 2.2 Any change of prices for *usage charges*, MRCs and NRCs subsequent to the effective date of this agreement may take a substantial period of time to implement in CABS and shall comply with any Commission timeline.
- 2.3 Until such time as the prices are implemented in CABS under Section 2.1 or 2.2 above, NEVADA may continue to bill at the established prices contained within the most recent prior interconnection agreement between the Parties, if any. If there is no prior interconnection agreement between the Parties, NEVADA shall *delay billing or* bill at the prices NEVADA is currently billing one (1) or more of its other CLEC End Users that, in NEVADA's good faith judgment, most closely match the prices applicable hereunder.
- 2.4 Due to this billing implementation time period, a retroactive true up of all such prices, without interest, will be due upon implementation of the new billing. *These true ups will be excluded from billing performance results.*
- 2.5 With respect to any rate element and/or charge contained in or referenced in the Appendix UNE (or any other Appendix) which is not specifically listed herein or

therein, NEVADA and CLEC will negotiate a price and amend the Agreement to incorporate such price.

3. RECURRING CHARGES

- 3.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element, Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process set forth in Appendix UNE of this Agreement may be longer.
- 3.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office or other measurement point will then be rounded to the next higher minute. CLEC shall pay for all usage on such calls including those that are not completed due to “busy” or “don't answer” status.
- 3.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed NEVADA will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, NEVADA will round up to the next whole mile before determining the mileage and applying rates.
- 3.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “recurring charges”.

4. NON-RECURRING CHARGES

- 4.1 Nonrecurring Charges are applicable for all five categories of rates.
- 4.2 Consistent with 51.307(d), there are non-recurring charges for each unbundled network element on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 4.3 For Resale, when a CLEC converts an end user currently receiving non-complex from the NEVADA network, without any changes to NEVADA's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 4.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for Signaling Point Code(s) are identified in the Appendix SS7. This charge also applies to point code

information provided by CLEC allowing other telecommunications providers to use CLEC's SS7 signaling network.

- 4.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by **NEVADA** to process a request for installation, disconnection, rearrangement, changes to or record orders for unbundled network elements.
- 4.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 4.7 Time and Material charges (a.k.a. additional labor charges) are defined in Appendix Pricing.

5. UNBUNDLED LOCAL SWITCHING (ULS)

5.1 Rate Structure for ULS

5.1.1 Inter Switch Originating

5.1.1.1 When any call originates from an ULS Port, CLEC will pay the ULS Interoffice - Originating (ULS-O) rates. ULS-O rate elements include a charge for Setup per Attempt and a charge per Minute of Use (MOU). If the call routes over **NEVADA's** network, the CLEC will pay Shared Transport, Fixed and Per Mile.

5.1.2 Inter Switch Terminating

5.1.2.1 When a call terminates to an ULS Port, CLEC will pay ULS Interoffice - Terminating (ULS-T) rates. ULS-T rate elements include a charge for Setup per Call and a charge per MOU. In the case of Local Calls originated from a **NEVADA** End User and terminated to a ULS Port, no originating call record exists from which to bill MOU and Setup per Call charges for ULS-T. In these cases, the terminating MOUs and number of Call Setups to the ULS Port will equal the originating MOUs and number of Call Setups from CLEC ULS Ports that are terminated to **NEVADA** End User ports. These ULS-T charges are not applicable on Intra Switch calls.

5.1.3 Intra Switch

5.1.3.1 CLEC will pay only ULS Intraoffice – Originating Setup per Call and per MOU for a call originating from a CLEC ULS line or trunk port that terminates to any other End User service line or any other unbundled line or trunk port which is connected to the same End Office Switch.

5.2 IntraLATA and InterLATA Toll Calls

5.2.1 Originating Toll - IntraLATA and InterLATA Dialing Parity toll calls from CLEC ULS Ports will be routed to the End Users Primary Interexchange Carrier of choice. For intraLATA and interLATA toll calls, originated by NEVADA ULS customers and delivered to the IXC at the NEVADA access tandem, the CLEC will pay ULS-O, Tandem Switching, and Common Transport. Where an IXC elects to collect this traffic at a NEVADA End Office Switch via dedicated trunking, the CLEC will pay ULS-O.

5.2.2 Terminating Toll - For IntraLATA and interLATA toll calls terminated to a NEVADA ULS customer and delivered via the NEVADA tandem, the CLEC will pay ULS-T, Tandem Switching, and Common Transport. Where an IXC is directly interconnected at the NEVADA End Office Switch, the CLEC will pay ULS-T.

5.3 NEVADA charges for customized routing are dependent upon switch type and include switching establishment in addition to the customized routing charges to be determined on a project specific basis.

5.4 With ULS, NEVADA will provide SS7 signaling for all originating calls in the same manner as NEVADA uses SS7 signaling for its own originating calls. rices for SS7 signaling are included in the USL “set-up per call” charge.

6. BILLING

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

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
UNBUNDLED NETWORK ELEMENTS				
LOOPS (Includes NID)				
	2-Wire Analog			
	-Zone 1	\$11.77	@	@
	-Zone 2	\$22.64	@	@
	-Zone 3	\$66.25	@	@
	5db Conditioning		@	@
**	-Zone 1	\$6.28	@	@
**	-Zone 2	\$6.28	@	@
**	-Zone 3	\$6.28	@	@
	4-Wire Analog		@	@
	-Zone 1	\$16.48	@	@
	-Zone 2	\$31.08	@	@
	-Zone 3	\$92.13	@	@
	2-wire Digital		@	@
	-Zone 1	\$11.77	@	@
	-Zone 2	\$22.64	@	@
	-Zone 3	\$66.25	@	@
	4-wire Digital		@	@
	-Zone 1	\$16.48	@	@
	-Zone 2	\$31.08	@	@
	-Zone 3	\$92.13	@	@
	DS3 Loop		@	@
**	-Zone 1	\$1,176.48	@	@
**	-Zone 2	\$1,590.01	@	@
**	-Zone 3	ICB	ICB	ICB
DSL CAPABLE LOOPS				
	2-Wire Digital Loop ISDN/IDSL			
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 1	See 2-Wire Digital	@	@
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 2	See 2-Wire Digital	@	@
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 3	See 2-Wire Digital	@	@
	2-Wire xDSL Loop		@	@
	PSD #1 - 2-Wire xDSL Loop Zone 1	\$11.77	@	@
	PSD #1 - 2-Wire xDSL Loop Zone 2	\$22.64	@	@
	PSD #1 - 2-Wire xDSL Loop Zone 3	\$66.25	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 1	\$11.77	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 2	\$22.64	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 3	\$66.25	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 1	\$11.77	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 2	\$22.64	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 3	\$66.25	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 1	\$11.77	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 2	\$22.64	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 3	\$66.25	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 1	\$11.77	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 2	\$22.64	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 3	\$66.25	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 1	\$11.77	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 2	\$22.64	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 3	\$66.25	@	@
	4-Wire xDSL Loop		@	@
	PSD #3 - 4-Wire xDSL Loop Zone 1	\$16.48	@	@
	PSD #3 - 4-Wire xDSL Loop Zone 2	\$31.08	@	@
	PSD #3 - 4-Wire xDSL Loop Zone 3	\$92.13	@	@
	HFPL Loop			
**	HFPL Loop - Zone 1	\$5.89	N/A	N/A
**	HFPL Loop - Zone 2	\$11.32	N/A	N/A
**	HFPL Loop - Zone 3	\$33.13	N/A	N/A
	Loop Qualification Process (Per Loop)			
	Loop Qualification Process (Per Loop) Mechanized - Zone 1	Not Applicable	\$0.10	Not Applicable
	Loop Qualification Process (Per Loop) Mechanized - Zone 2	Not Applicable	\$0.10	Not Applicable
	Loop Qualification Process (Per Loop) Mechanized - Zone 3	Not Applicable	\$0.10	Not Applicable
	Loop Qualification Process (Per Loop) Manual - Zone 1	Not Applicable	\$0.10	Not Applicable
	Loop Qualification Process (Per Loop) Manual - Zone 2	Not Applicable	\$0.10	Not Applicable
	Loop Qualification Process (Per Loop) Manual - Zone 3	Not Applicable	\$0.10	Not Applicable
**	Loop Qualification Process (Per Loop) Detailed Manual - Zone 1	Not Applicable	TBD	Not Applicable
**	Loop Qualification Process (Per Loop) Detailed Manual - Zone 2	Not Applicable	TBD	Not Applicable
**	Loop Qualification Process (Per Loop) Detailed Manual - Zone 3	Not Applicable	TBD	Not Applicable
	HFPL Splitter			
**	SBC owned splitter--line at a time	\$1.43	N/A	N/A
DSL Conditioning Options				
	Removal of Repeaters	N/A	\$83.67	\$83.67
	Incremental Removal of Repeater (> than 17.5 Kft. same location/same cable)	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)	N/A	\$83.67	\$83.67
	Removal of Bridged Taps and Repeaters location/same cable)	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)	N/A	\$83.67	\$83.67
	Removal of Bridged Taps	N/A	\$83.67	\$83.67
	Incremental Removal of Bridged Tap (> than 17.5 Kft. same location/same cable)	N/A	\$83.67	\$83.67

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)	N/A		\$83.67	\$83.67
	Removal of Bridged Taps and Load Coils	N/A		\$83.67	\$83.67
	Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)	N/A		\$83.67	\$83.67
	Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)	N/A		\$83.67	\$83.67
	Removal of Load Coils	N/A		\$83.67	\$83.67
	Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)	N/A		\$83.67	\$83.67
	Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)	N/A		\$83.67	\$83.67
NETWORK INTERFACE DEVICE (NID)					
	NID Crossconnect	\$0.44	@		@
Cross Connects to Collocation Cage					
**	Analog 2-wire	\$0.40	@		@
**	Analog 4-wire	\$0.79	@		@
**	Digital 2-wire	\$1.48	@		@
**	Digital 4-wire	\$2.98	@		@
**	2 Wire ADSL Shielded Cross connect to Collocation	\$0.57	@		@
**	2-Wire DSL Non-Shielded Cross Connect to Collocation	\$0.24	@		@
**	4-Wire DSL Non-Shielded Cross Connect to Collocation	\$0.47	@		@
**	#HFPL Cross Connect - CLEC Owned	\$0.49		\$120.98	\$68.43
**	#HFPL Cross Connect - SBC Owned	\$0.49		\$138.54	\$80.39
**	DS3 C.O. Cross Connect to Collocation	\$28.98	@		@
	#The price assumes all Central Office cross-connects required to provision the HFPL product				
HFPL OSS Charge					
**	HFPL OSS Charge - per line	\$0.72	N/A		N/A
HFPL (LST)					
	Line & Station Transfer	N/A	TBD		TBD
Sub-loop Unbundling					
**	MDF to RT Subloop Charge 2-Wire Analog Zone 1	\$4.58	N/A		N/A
**	MDF to RT Subloop Charge 2-Wire Analog Zone 2	\$4.54	N/A		N/A
**	MDF to RT Subloop Charge 2-Wire Analog Zone 3	\$9.15	N/A		N/A
**	MDF to SAI/FDI Subloop Charge 2-Wire Analog Zone 1	\$5.00	N/A		N/A
**	MDF to SAI/FDI Subloop Charge 2-Wire Analog Zone 2	\$5.01	N/A		N/A
**	MDF to SAI/FDI Subloop Charge 2-Wire Analog Zone 3	\$9.76	N/A		N/A
**	MDF to Term Subloop Charge 2-Wire Analog Zone 1	\$10.97	N/A		N/A
**	MDF to Term Subloop Charge 2-Wire Analog Zone 2	\$15.50	N/A		N/A
**	MDF to Term Subloop Charge 2-Wire Analog Zone 3	\$28.45	N/A		N/A
**	RT to SAI/FDI Subloop Charge 2-Wire Analog Zone 1	\$0.45	N/A		N/A
**	RT to SAI/FDI Subloop Charge 2-Wire Analog Zone 2	\$0.52	N/A		N/A
**	RT to SAI/FDI Subloop Charge 2-Wire Analog Zone 3	\$0.75	N/A		N/A
**	RT to Term Subloop Charge 2-Wire Analog Zone 1	\$6.42	N/A		N/A
**	RT to Term Subloop Charge 2-Wire Analog Zone 2	\$11.02	N/A		N/A
**	RT to Term Subloop Charge 2-Wire Analog Zone 3	\$19.44	N/A		N/A
**	RT to NID Subloop Charge 2-Wire Analog Zone 1	\$6.46	N/A		N/A
**	RT to NID Subloop Charge 2-Wire Analog Zone 2	\$11.04	N/A		N/A
**	RT to NID Subloop Charge 2-Wire Analog Zone 3	\$19.48	N/A		N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 1	\$6.40	N/A		N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 2	\$10.96	N/A		N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 3	\$19.30	N/A		N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 1	\$6.42	N/A		N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 2	\$11.00	N/A		N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 3	\$19.32	N/A		N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 1	\$0.15	N/A		N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 2	\$0.15	N/A		N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 3	\$0.15	N/A		N/A
**	MDF to RT Subloop Charge 4-Wire Analog Zone 1	\$11.09	N/A		N/A
**	MDF to RT Subloop Charge 4-Wire Analog Zone 2	\$11.95	N/A		N/A
**	MDF to RT Subloop Charge 4-Wire Analog Zone 3	\$23.25	N/A		N/A
**	MDF to SAI/FDI Subloop Charge 4-Wire Analog Zone 1	\$11.94	N/A		N/A
**	MDF to SAI/FDI Subloop Charge 4-Wire Analog Zone 2	\$12.89	N/A		N/A
**	MDF to SAI/FDI Subloop Charge 4-Wire Analog Zone 3	\$24.46	N/A		N/A
**	MDF to Term Subloop Charge 4-Wire Analog Zone 1	\$23.89	N/A		N/A
**	MDF to Term Subloop Charge 4-Wire Analog Zone 2	\$33.90	N/A		N/A
**	MDF to Term Subloop Charge 4-Wire Analog Zone 3	\$61.85	N/A		N/A
**	RT to SAI/FDI Subloop Charge 4-Wire Analog Zone 1	\$0.87	N/A		N/A
**	RT to SAI/FDI Subloop Charge 4-Wire Analog Zone 2	\$0.99	N/A		N/A
**	RT to SAI/FDI Subloop Charge 4-Wire Analog Zone 3	\$1.35	N/A		N/A
**	RT to Term Subloop Charge 4-Wire Analog Zone 1	\$12.82	N/A		N/A
**	RT to Term Subloop Charge 4-Wire Analog Zone 2	\$21.98	N/A		N/A
**	RT to Term Subloop Charge 4-Wire Analog Zone 3	\$38.74	N/A		N/A
**	RT to NID Subloop Charge 4-Wire Analog Zone 1	\$12.88	N/A		N/A
**	RT to NID Subloop Charge 4-Wire Analog Zone 2	\$22.04	N/A		N/A
**	RT to NID Subloop Charge 4-Wire Analog Zone 3	\$38.80	N/A		N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 1	\$12.78	N/A		N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 2	\$21.93	N/A		N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 3	\$38.59	N/A		N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 1	\$12.84	N/A		N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 2	\$21.99	N/A		N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 3	\$38.65	N/A		N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 1	\$0.29	N/A		N/A

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
** Term to NID Subloop Charge 4-Wire Analog Zone 2		\$0.29	N/A	N/A
** Term to NID Subloop Charge 4-Wire Analog Zone 3		\$0.29	N/A	N/A
** MDF to SAI/FDI Subloop Charge 2-Wire DSL Zone 1		\$4.47	N/A	N/A
** MDF to SAI/FDI Subloop Charge 2-Wire DSL Zone 2		\$3.75	N/A	N/A
** MDF to SAI/FDI Subloop Charge 2-Wire DSL Zone 3		\$5.27	N/A	N/A
** MDF to Term Subloop Charge 2-Wire DSL Zone 1		\$9.82	N/A	N/A
** MDF to Term Subloop Charge 2-Wire DSL Zone 2		\$12.96	N/A	N/A
** MDF to Term Subloop Charge 2-Wire DSL Zone 3		\$17.24	N/A	N/A
** RT to SAI/FDI Subloop Charge-2-Wire DSL Zone 1		\$0.41	N/A	N/A
** RT to SAI/FDI Subloop Charge 2-Wire DSL Zone 2		\$0.46	N/A	N/A
** RT to SAI/FDI Subloop Charge 2-Wire DSL Zone 3		\$0.64	N/A	N/A
** RT to Term Subloop Charge 2-Wire DSL Zone 1		\$6.33	N/A	N/A
** RT to Term Subloop Charge 2-Wire DSL Zone 2		\$10.78	N/A	N/A
** RT to Term Subloop Charge-2-Wire DSL Zone 3		\$17.97	N/A	N/A
** RT to NID Subloop Charge-2-Wire DSL Zone 1		\$6.36	N/A	N/A
** RT to NID Subloop Charge-2-Wire DSL Zone 2		\$10.82	N/A	N/A
** RT to NID Subloop Charge 2-Wire DSL Zone 3		\$17.99	N/A	N/A
** SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 1		\$6.33	N/A	N/A
** SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 2		\$10.78	N/A	N/A
** SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 3		\$17.97	N/A	N/A
** SAI/FDI to NID Subloop Charge 2-Wire DSL Zone 1		\$6.36	N/A	N/A
** SAI/FDI to NID Subloop Charge-2-Wire DSL Zone 2		\$10.82	N/A	N/A
** SAI/FDI to NID Subloop Charge 2-Wire DSL Zone 3		\$17.99	N/A	N/A
** Term to NID Subloop Charge 2-Wire DSL Zone 1		\$0.15	N/A	N/A
** Term to NID Subloop Charge 2-Wire DSL Zone 2		\$0.15	N/A	N/A
** Term to NID Subloop Charge 2-Wire DSL Zone 3		\$0.15	N/A	N/A
** MDF to SAI/FDI Subloop Charge 4-Wire DSL Zone 1		\$8.94	N/A	N/A
** MDF to SAI/FDI Subloop Charge 4-Wire DSL Zone 2		\$7.52	N/A	N/A
** MDF to SAI/FDI Subloop Charge 4-Wire DSL Zone 3		\$10.54	N/A	N/A
** MDF to Term Subloop Charge 4-Wire DSL Zone 1		\$19.65	N/A	N/A
** MDF to Term Subloop Charge 4-Wire DSL Zone 2		\$25.92	N/A	N/A
** MDF to Term Subloop Charge 4 Wire DSL Zone 3		\$34.48	N/A	N/A
** RT to SAI/FDI Subloop Charge 4-Wire DSL Zone 1		\$0.84	N/A	N/A
** RT to SAI/FDI Subloop Charge 4-Wire DSL Zone 2		\$0.93	N/A	N/A
** RT to SAI/FDI Subloop Charge 4-Wire DSL Zone 3		\$1.26	N/A	N/A
** RT to Term Subloop Charge 4-Wire DSL Zone 1		\$12.67	N/A	N/A
** RT to Term Subloop Charge 4-Wire DSL Zone 2		\$21.58	N/A	N/A
** RT to Term Subloop Charge 4-Wire DSL Zone 3		\$35.94	N/A	N/A
** RT to NID Subloop Charge 4-Wire DSL Zone 1		\$12.73	N/A	N/A
** RT to NID Subloop Charge 4-Wire DSL Zone 2		\$21.64	N/A	N/A
** RT to NID Subloop Charge 4-Wire DSL Zone 3		\$36.00	N/A	N/A
** SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 1		\$12.67	N/A	N/A
** SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 2		\$21.58	N/A	N/A
** SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 3		\$35.94	N/A	N/A
** SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 1		\$12.73	N/A	N/A
** SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 2		\$21.64	N/A	N/A
** SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 3		\$36.00	N/A	N/A
** Term to NID Subloop Charge 4-Wire DSL Zone 1		\$0.29	N/A	N/A
** Term to NID Subloop Charge 4-Wire DSL Zone 2		\$0.29	N/A	N/A
** Term to NID Subloop Charge 4-Wire DSL Zone 3		\$0.29	N/A	N/A
** MDF to RT Subloop Charge 2-Wire ISDN Zone 1		\$8.00	N/A	N/A
** MDF to RT Subloop Charge 2-Wire ISDN Zone 2		\$9.86	N/A	N/A
** MDF to RT Subloop Charge 2-Wire ISDN Zone 3		\$24.38	N/A	N/A
** RT to NID Subloop Charge 2-Wire ISDN Zone 1		\$6.76	N/A	N/A
** RT to NID Subloop Charge 2-Wire ISDN Zone 2		\$11.04	N/A	N/A
** RT to NID Subloop Charge 2-Wire ISDN Zone 3		\$18.30	N/A	N/A
** MDF to RT Subloop Charge-DS1 Zone 1		\$49.13	N/A	N/A
** MDF to RT Subloop Charge-DS1 Zone 2		\$53.81	N/A	N/A
** MDF to RT Subloop Charge-DS1 Zone 3		\$67.88	N/A	N/A
** RT to NID Subloop Charge-DS1 Zone 1		\$39.38	N/A	N/A
** RT to NID Subloop Charge-DS1 Zone 2		\$48.53	N/A	N/A
** RT to NID Subloop Charge-DS1 Zone 3		\$65.16	N/A	N/A
** MDF to RT Subloop Charge-DS3 Zone 1		\$1,153.76	N/A	N/A
** MDF to RT Subloop Charge-DS3 Zone 2		\$1,549.56	N/A	N/A
** MDF to RT Subloop Charge-DS3 Zone 3		N/A	N/A	N/A
** RT to NID Subloop Charge-DS3 Zone 1		\$1,165.20	N/A	N/A
** RT to NID Subloop Charge-DS3 Zone 2		\$1,569.94	N/A	N/A
** RT to NID Subloop Charge-DS3 Zone 3		N/A	N/A	N/A
Sub-loop Unbundling Cross Connect				
Subloop Cross Connect 2-Wire Analog Central Office Originating		N/A	\$220.86	\$105.40
Subloop Cross Connect 2-Wire Analog Non-Central Office Originating		N/A	\$275.96	\$136.01
Subloop Cross Connect 4-Wire Analog Central Office Originating		N/A	\$266.16	\$106.62
Subloop Cross Connect 4-Wire Analog Non-Central Office Originating		N/A	\$343.30	\$137.24
Subloop Cross Connect 2-Wire DSL Central Office Originating		N/A	\$264.94	\$105.40
Subloop Cross Connect 2-Wire DSL Non-Central Office Originating		N/A	\$342.07	\$136.01
Subloop Cross Connect 4-Wire DSL Central Office Originating		N/A	\$266.16	\$106.62
Subloop Cross Connect 4-Wire DSL Non-Central Office Originating		N/A	\$343.30	\$137.24
Subloop Cross Connect 2-Wire Digital (ISDN) Central Office Originating		N/A	\$318.60	\$123.98
Subloop Cross Connect 2-Wire Digital (ISDN) Non-Central Office Originating		N/A	\$395.75	\$154.58
Subloop Cross Connect DS1 Central Office Originating		N/A	\$1,049.98	\$511.14
Subloop Cross Connect DS1 Non-Central Office Originating		N/A	\$686.17	\$277.73
Subloop Cross Connect DS3 Central Office Originating		N/A	\$1,272.35	\$588.18
Subloop Cross Connect DS3 Non-Central Office Originating		N/A	\$1,018.94	\$401.90
Cross Connects to Point of Access (POA)				
Analog Loop to POA				
2-Wire				
** Method 1		\$0.40	\$145.31	\$104.33
** Method 2		\$0.40	\$145.31	\$104.33
** Method 3		\$0.40	\$145.31	\$104.33

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
4-Wire				
**	Method 1	\$0.79	\$161.81	\$116.91
**	Method 2	\$0.79	\$161.81	\$116.91
**	Method 3	\$0.79	\$161.81	\$116.91
Digital Loop to Point of Access				
2-Wire				
**	Method 1	\$1.48	\$145.31	\$104.33
**	Method 2	\$1.48	\$145.31	\$104.33
**	Method 3	\$1.48	\$145.31	\$104.33
4-Wire				
**	Method 1	\$2.98	\$161.81	\$116.91
**	Method 2	\$2.98	\$161.81	\$116.91
**	Method 3	\$2.98	\$161.81	\$116.91
Switch Ports to Point of Access				
Analog Line Port				
**	Method 1	\$0.40	\$145.31	\$104.33
**	Method 2	\$0.40	\$145.31	\$104.33
**	Method 3	\$0.40	\$145.31	\$104.33
ISDN BRI Line Port				
**	Method 1	\$0.40	\$145.31	\$104.33
**	Method 2	\$0.40	\$145.31	\$104.33
**	Method 3	\$0.40	\$145.31	\$104.33
ISDN PRI Trunk Port				
**	Method 1	\$0.79	\$161.81	\$116.91
**	Method 2	\$0.79	\$161.81	\$116.91
**	Method 3	\$0.79	\$161.81	\$116.91
Unbundled Dedicated Transport to Point of Access				
DS1				
**	Method 1	\$22.95	\$202.12	\$147.47
**	Method 2	\$22.95	\$202.12	\$147.47
**	Method 3	\$22.95	\$202.12	\$147.47
LOCAL SWITCHING CAPABILITY				
Ports				
Analog Line Port				
	-Zone 1 & 2 - Metro	\$1.63	@	@
	-Zone 3 - Outstate	\$1.63	@	@
Centrex Port				
	-Zone 1 & 2 - Metro	\$1.63	@	@
	-Zone 3 - Outstate	\$1.63	@	@
Centrex System Establishment - Per System				
	-Zone 1 & 2 - Metro	N/A	@	@
	-Zone 3 - Outstate	N/A	@	@
Centrex System Establishment - Per Line				
	-Zone 1 & 2 - Metro	N/A	@	@
	-Zone 3 - Outstate	N/A	@	@
ISDN BRI Port				
**	-Zone 1 & 2 - Metro	\$21.67	@	@
**	-Zone 3 - Outstate	\$13.24	@	@
Analog DID Trunk Port				
	-Zone 1 & 2 - Metro	\$ 0.000292	@	@
	-Zone 3 - Outstate	\$ 0.000292	@	@
ISDN PRI Port				
**	-Zone 1 & 2 - Metro	\$261.20	\$406.28	\$406.28
**	-Zone 3 - Outstate	\$271.98	\$371.29	\$371.29
DID Number Block (per 100 numbers)				
**	-Zone 1 & 2 - Metro	\$ -	@	@
**	-Zone 3 - Outstate	\$ -	@	@
Vertical Features				
Call Forwarding Variable				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Hunting -Business				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Busy Call Forwarding				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Delayed Call Forwarding				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Call Waiting				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Three Way Calling				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Call Screen				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Message Waiting Indicator				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Repeat Dialing				
	-Zone 1 & 2 - Metro	\$ -	@	@

Nevada	Recurring		Non-Recurring	
			Initial	Add'l
-Zone 3 - Outstate	\$	-	@	@
Call Return				
-Zone 1 & 2 - Metro	\$	-	@	@
-Zone 3 - Outstate	\$	-	@	@
Call Forwarding Busy/Delay				
-Zone 1 & 2 - Metro	\$	-	@	@
-Zone 3 - Outstate	\$	-	@	@
Remote Access to Call Forwarding				
-Zone 1 & 2 - Metro	\$	-	@	@
-Zone 3 - Outstate	\$	-	@	@
Intercomm +				
-Zone 1 & 2 - Metro	\$	-	@	@
-Zone 3 - Outstate	\$	-	@	@
Speed Calling 8				
-Zone 1 & 2 - Metro	\$	-	@	@
-Zone 3 - Outstate	\$	-	@	@
Speed Calling 30				
-Zone 1 & 2 - Metro	\$	-	@	@
-Zone 3 - Outstate	\$	-	@	@
Priority Ringing				
-Zone 1 & 2 - Metro	\$	-	@	@
-Zone 3 - Outstate	\$	-	@	@
Call Trace				
-Zone 1 & 2 - Metro	\$	-	@	@
-Zone 3 - Outstate	\$	-	@	@
Caller ID				
-Zone 1 & 2 - Metro	\$	-	@	@
-Zone 3 - Outstate	\$	-	@	@
Per Line Blocking				
-Zone 1 & 2 - Metro	\$	-	@	@
-Zone 3 - Outstate	\$	-	@	@
Per Call Blocking				
-Zone 1 & 2 - Metro	\$	-	@	@
-Zone 3 - Outstate	\$	-	@	@
Blocked Call Rejection				
-Zone 1 & 2 - Metro	\$	-	@	@
-Zone 3 - Outstate	\$	-	@	@
Simplified Message Desk Interface (per line)				
-Zone 1 & 2 - Metro	\$	-	@	@
-Zone 3 - Outstate	\$	-	@	@
Basic Switching Functions				
End office - Switching				
MOU		\$0.001610	NA	NA
Tandem Switching				
MOU		\$0.001710	NA	NA
Switching Establishment				
-Customized Routing Switch Service Establishment DA, OA, and DA&OA Trunk Groups - Statewide		N/A	@	@
Customized Routing		ICB	ICB	ICB
INTEROFFICE TRANSMISSION				
Common Transport				
Statewide				
Fixed Per MOU		\$0.007270	NA	NA
Shared Transport				
Statewide				
Fixed Per MOU		\$0.007210	NA	NA
Dedicated Transport				
- Entrance Facilities				
** DS-1 Zone 1		\$85.70	@	@
** Zone 2		\$99.35	@	@
** Zone 3		\$137.60	@	@
** DS-3 Zone 1		\$427.28	@	@
** Zone 2		\$491.85	@	@
** Zone 3		N/A	@	@
- DS0 Interoffice Transport				
Statewide			@	@
Fixed (per termination)		\$122.34	@	@
- DS1 Interoffice Transport				
Statewide			@	@
Fixed (per termination)	\$	32.32	@	@
Variable (per mile)		\$1.84		
- DS3 Interoffice Transport				
Statewide			@	@
Fixed (per termination)	\$	372.70	@	@
Variable (per mile)		\$35.72		
- Dedicated Transport Cross Connects				
** 2 Wire Voice Grade		\$1.48	@	@
** 4 Wire Voice Grade		\$2.98	@	@
** DS1 to Collocation		\$22.98	@	@
** DS3 to Collocation		\$29.47	@	@
MULTIPLEXING				
** DS1 / Voice Grade		\$265.89	@	@

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
**	DS3 / DS1	\$673.94	@	@
Dark Fiber				
**	Dark Fiber -Interoffice per strand Zone 1	\$40.67	\$1,770.40	N/A
**	Dark Fiber -Interoffice per strand Zone 2	\$40.67	\$2,021.02	N/A
	Dark Fiber -Interoffice per strand Zone 3	N/A	N/A	N/A
**	Dark Fiber - Interoffice per foot Zone 1	\$0.003796	N/A	N/A
**	Dark Fiber - Interoffice per foot Zone 2	\$0.005109	N/A	N/A
	Dark Fiber - Interoffice per foot Zone 3	N/A	N/A	N/A
**	Dark Fiber Loop - CO to Customer Prem-per strand Zone 1	\$31.31	\$885.52	N/A
**	Dark Fiber Loop - CO to Customer Prem-per strand Zone 2	\$31.31	\$950.65	N/A
	Dark Fiber Loop - CO to Customer Prem-per strand Zone 3	N/A	N/A	N/A
**	Dark Fiber Loop - CO to Customer, per foot Zone 1	\$0.003796	N/A	N/A
**	Dark Fiber Loop - CO to Customer, per foot Zone 2	\$0.005109	N/A	N/A
	Dark Fiber Loop - CO to Customer, per foot Zone 3	N/A	N/A	N/A
**	Dark Fiber Subloop - CO to CEV/Hut/RT-per strand Zone 1	\$31.31	\$885.52	N/A
**	Dark Fiber Subloop - CO to CEV/Hut/RT-per strand Zone 2	\$31.31	\$950.65	N/A
	Dark Fiber Subloop - CO to CEV/Hut/RT-per strand Zone 3	N/A	N/A	N/A
**	Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 1	\$0.003796	N/A	N/A
**	Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 2	\$0.005109	N/A	N/A
	Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 3	N/A	N/A	N/A
**	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand Zone 1	\$31.31	\$928.84	N/A
**	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand Zone 2	\$31.31	\$975.41	N/A
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand Zone 3	N/A	N/A	N/A
**	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 1	\$0.003796	N/A	N/A
**	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 2	\$0.005109	N/A	N/A
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 3	N/A	N/A	N/A
**	Dark Fiber Cross Connect - Interoffice Zone 1	\$4.19	\$154.70	N/A
**	Dark Fiber Cross Connect - Interoffice Zone 2	\$4.19	\$154.70	N/A
	Dark Fiber Cross Connect - Interoffice Zone 3	N/A	N/A	N/A
**	Dark Fiber Cross Connect - Loop/Subloop Zone 1	\$2.22	\$100.55	N/A
**	Dark Fiber Cross Connect - Loop/Subloop Zone 2	\$2.22	\$100.55	N/A
	Dark Fiber Cross Connect - Loop/Subloop Zone 3	N/A	N/A	N/A
**	Dark Fiber Cross Connect - Subloop Zone 1	\$2.22	\$123.76	N/A
**	Dark Fiber Cross Connect - Subloop Zone 2	\$2.22	\$123.76	N/A
	Dark Fiber Cross Connect - Subloop Zone 3	N/A	N/A	N/A
	Dark Fiber - Loop Inquiry Zone 1	N/A	\$72.22	N/A
	Dark Fiber - Loop Inquiry Zone 2	N/A	\$72.22	N/A
	Dark Fiber - Loop Inquiry Zone 3	N/A	N/A	N/A
	Dark Fiber - Sub Loop Inquiry Zone 1	N/A	\$72.22	N/A
	Dark Fiber - Sub Loop Inquiry Zone 2	N/A	\$72.22	N/A
	Dark Fiber - Sub Loop Inquiry Zone 3	N/A	N/A	N/A
	Dark Fiber - Interoffice Inquiry Zone 1	N/A	\$447.77	N/A
	Dark Fiber - Interoffice Inquiry Zone 2	N/A	\$447.77	N/A
	Dark Fiber - Interoffice Inquiry Zone 3	N/A	N/A	N/A
NETWORK RECONFIGURATION SERVICE (Digital Cross-Connect System)				
**	DSO DCS Port - Statewide	\$24.16	\$187.61	
**	DS1 DCS Port - Statewide	\$49.91	\$207.35	
**	DS3 DCS Port - Statewide	\$279.84	\$207.35	
	DCS Establishment Charge, per Database Setup	N/A	\$2,510.82	N/A
	Database Modification Charge, per request	N/A	\$122.23	N/A
	Reconfiguration Charge, per Crossconnect, per request	N/A	\$0.08	N/A
SIGNALING SYSTEM 7 (SS7) & DATABASES				
**	STP Port	\$48,889.37	@	@
	SS7 Link	\$ 21.75	N/A	N/A
**	STP to Collocators Cage DS0	\$69.70	\$176.17	\$126.10
**	STP to Collocators Cage DS1	\$38.20	\$217.39	\$162.74
**	STP to Nevada Bell Trunk Distributing Frame	\$69.70	\$176.17	\$126.10
**	STP to Nevada Bell DSX Frame	\$38.20	\$217.39	\$162.74
SS7 Signaling				
**	Point Code Addition	N/A	\$173.26	\$123.76
**	Global Title Translation Addition	N/A	\$123.76	\$99.01
800 Database				
	per query	\$0.0040	N/A	N/A
	LIDB	\$0.0040	N/A	N/A
SERVICE ORDER (does not apply to the rate elements listed on the "Nevada Supplemental Non-Recurring Charges" price list)				
Simple Manual				
	New	N/A	\$ 49.80	N/A
	Disconnect	N/A	\$ 45.09	N/A
	Change	N/A	\$ 48.50	N/A
	Record	N/A	\$ 33.54	N/A
Complex Manual				
	New	N/A	\$ 113.82	N/A
	Disconnect	N/A	\$ 42.40	N/A
	Change	N/A	\$ 100.17	N/A
	Record	N/A	\$ 33.64	N/A
Electronic Simple				
	All	N/A	\$ 6.55	N/A
RECIPROCAL COMPENSATION-LOCAL TRAFFIC TERMINATION				
USAGE				
	End Office Local Termination- Interoffice - Terminating			
	Set up charge, per call	\$	0.003110	

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	Duration charge, per MOU	\$	0.002506		
	Tandem Switching - Shared Transport				
	Set up charge, per call	\$	0.002658		
	Duration charge, per MOU	\$	0.001261		
	Switched Transport - Common				
	Fixed Mileage per MOU (Fixed Mileage)	\$	0.000305		
	Variable Mileage per MOU per Mile (Variable Mileage)	\$	0.000019		
	TRANSITING-LOCAL TRAFFIC				
	Per MOU		\$0.008980		
	OTHER				
	OS/DA [Non-UNE]				
	Directory Assistance				
	Rate per call	\$	0.37000	NA	
	Express Call Completion Rate Per Call	\$	0.15000	NA	
	Directory Assistance (nationwide listing service) Rate Per Call		N/A	NA	
	Branding - Facility Based				
	- Initial Load		NA	\$	1,800.00
	- Subsequent Load		NA	\$	1,800.00
	Call Set-up Rate per attempted or completed ECCS call	\$	0.0057	NA	
	Directory Assistance-Facilities Based Rate Reference-Initial Load		NA	\$	2,200.00
	Directory Assistance-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load		NA	\$	1,000.00
	Directory Assistance Listing Information Services				
	per listing for Initial load	\$	0.086615	NA	
	per listing for subsequent updates	\$	0.086615	NA	
	Lata-Wide Call Completion				
	Rate per MOU for each completed ECCS call	\$	0.0120	NA	
	Operator Services				
	Fully Automated Call Processing				
	Rate per completed automated call	\$	0.15	NA	
	Operator Assisted Call Processing (Per work second)	\$	0.03000	NA	
	Branding - Facility Based				
	- Initial Load		NA	\$	1,800.00
	- Subsequent Load		NA	\$	1,800.00
	Call Set-up Rate per attempted or completed ECCS call	\$	0.0057	NA	
	Operator Services-Facilities Based Rate Reference-Initial Load		NA	\$	2,200.00
	Operator Services-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load		NA	\$	1,000.00
	MISCELLANEOUS				
	Lata-Wide Call Completion				
	Rate per MOU for each completed ECCS call	\$	0.0120	NA	
	Local Exchange Routing Guide (LERG) Per NXX		NA	NA	
	NXX Migration				
	Migration charge/NXX		NA	NA	
	Intercompany Terminating Compensation				
	Port Charge (Residence)	\$	1.25	NA	
	Port Charge (Business)	\$	1.75	NA	
	Slamming investigation fee		NA	NA	
	Local disconnect Report (LDR)	\$	0.10	NA	
	Per WTN				
	Message Exchange				
	ME 3rd Party Host--Facility CLEC				
	CLEC Billing Charge (per message)	\$	0.05		
	Nevada Billing Charge (per message)	\$	0.05		
	Nevada Settlement Charge (per message)	\$	0.16		
	ME PB Host--Facility CLEC				
	Set-Up Charge				\$8,500.00
	Nevada Monthly Charge		\$1,200.00		
	Nevada Message Processing Rate (per message)		\$0.014		
	Nevada Replacement Tape Fee (per tape)	\$	50.00		
	Nevada Consulting/Training Fee (per hour)		\$80.00		
	LEC Billing Rate		ICB		
	CLEC Billing Rate (per message)		\$0.05		

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	ME 3rd Party or No Host--Resale/UNE CLEC				
	CLEC Billing Charge (per message)	\$	0.05		NA
	Nevada Settlement Charge (per message)	\$	0.16		
	ME PB Host--Resale/UNE CLEC				
	Set-Up Charge				\$4,250.00
	Nevada Monthly Charge		\$600.00		
	Nevada Message Processing Rate (per message)		\$0.014		
	Nevada Message Packaging Rate (per message)		\$0.011		
	Nevada Replacement Tape Fee (per tape)	\$	50.00		
	Nevada Consulting/Training Fee (per hour)		\$80.00		
	LEC Billing Rate		ICB		
	CLEC Billing Rate (per message)		\$0.05		
MAINTENANCE OF SERVICE CHARGES					
	Basic Time		N/A	First Half-Hour	Each Addl. Half-Hour
	Overtime		N/A	\$62.64	\$34.11
	Premium Time		N/A	\$94.22	\$47.10
TIME & MATERIAL CHARGES					
	Basic Time		N/A	First Half-Hour	Each Addl. Half-Hour
	Overtime		N/A	\$55.03	\$34.11
	Premium Time		N/A	\$61.53	\$40.61
			N/A	\$68.04	\$47.10
Poles and Duct (Structure)					
			Annual		
	Poles (\$/attachment/yr.)	\$	1.26		
	Per Foot Conduit Occupancy Fees				
	Inner Duct (\$/ft/yr.)	\$	0.87		
	Full Duct (\$/ft/yr)	\$	0.87		
	Contract Administration Fee			Non recurring	
	Administrative Record-Keeping Fee			\$ 125.00	
				\$ 125.00	
All Non-Recurring Charges are final prices (PUCN docket nos. 99-12033 & 00-4001)					
® See Supplemental Rate Sheet for Non-Recurring Charges					
** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					
OTHER RESALE					
Resale Discounts					
			Recurring	Non recurring	
Universal Lifeline Service					
	- Rates and Charges				
	- Rate per month for each ULS access line:				
	- Individual Line Flat Rate Lifeline Res. Service		18.05%	NA	
	- Two-Party Line Flat Rate Lifeline Res. Service		18.05%	NA	
	- Individual Line Standard Measured Lifeline		18.05%	NA	
	Residence Service		18.05%		
	- Individual Line Low Use Measured Lifeline		18.05%	NA	
	Residence Service		18.05%		
	- Suburban Primary Station Lifeline Residence		18.05%	NA	
	Service		18.05%		
	- Farmer Line Lifeline Residence Service		18.05%	NA	
	Call Restriction				
	- Rates and Charges				
	- each residence exchange line		18.05%	NA	
	- each trunk and business exchange line		18.05%	NA	
900 Call Blocking					
	- Rates and Charges				
	- Add 900 Call Blocking- Residence				
	- Call Blocking				
	- Individual Line Flat Rate Residence Service				
	- Subsequent Request		NA	18.05%	
	- Individual Line Measured Rate Res. Service				
	- Subsequent Request		NA	18.05%	
	- Add 900 Call Blocking- Business				
	- Call Blocking				
	- Business Service Flat Rate				
	- per line		NA	18.05%	
	-Call Blocking				
	- Business Service Measured Rate				
	- per line		NA	18.05%	
Listing Services					
	- Rates and Charges				
	- Additional Listings and Lines of Information				
	- Listing Type				
	- Each business listing		18.05%	NA	
	- Any individual residing at a residence, listed		18.05%	NA	
	at the residence, each listing		18.05%	NA	
	- Listing of guest of hotel, each listing		18.05%	NA	
	- Reference to service of same subscriber,				
	each listing		18.05%	NA	
	- Reference to service of another subscriber,		18.05%		
	each listing		18.05%	NA	

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	- Other information in addition to a listing, each line	18.05%		NA	
	- Non-Published Service	18.05%			
	- Each Service	18.05%		NA	
	OS/DA Reseller				
	OS/DA Reseller Branding - Initial Load/Subsequent Load	NA		\$ 1,800.00	
	OS/DA Reseller Rate Reference - Initial Load	NA		\$ 2,200.00	
	OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load	NA		\$ 1,000.00	
	RESALE				
	Elements for new and additional service, move and changes and in place connections. (BUSINESS)				
	- Service Ordering Charge, per customer request:				
	- Connecting new or additional central office line	18.05%		NA	
	- Move/chg. svc./equip., or add new or additional svc./equip. (other than central office line)	18.05%		NA	
	- Move/chg. svc./equip. or add new or additional svc./equip. associated with CCS or CC2000 ftrs.	18.05%		NA	
	- Central Office Line Connection Charge, per line:				
	- Local Central Office	18.05%		NA	
	- Contiguous Foreign Exchg./Foreign Prefix Svc.	18.05%		NA	
	- Noncontiguous Foreign Exchange	18.05%		NA	
	- Premises Visit Charge- each visit	18.05%		NA	
	Elements for new and additional service, move and changes and in place connections. (RESIDENCE)				
	- Service Ordering Charge, per customer request:				
	- Connecting new or additional central office line	18.05%		NA	
	- Move/chg. svc./equip., or add new or additional svc./equip. (other than central office line)	18.05%		NA	
	- Move/chg. svc./equip., or add new or additional svc./equip. associated with CCS or CC2000 ftrs				
	- Central Office Line Connection Charge, per line:				
	- Local Central Office ¹	18.05%		NA	
	- Contiguous Foreign Exchg./Foreign Prefix Svc.	18.05%		NA	
	- Noncontiguous Foreign Exchange	18.05%		NA	
	Other Equipment and Facilities				
	- Charges for moving, rearranging, or changing of equip., apparatus, or facilities, other than provided in this Section, will be an amount equal to the cost of labor and material.	0%		NA	
	MOVE AND CHANGE CHARGES				
	Cust. requested Number Chg. (BUSINESS)				
	- First Primary Service Line of each account	NA		18.05%	
	- Each Additional Primary Service Line of same account on same order	NA		18.05%	
	Cust. requested Number Chg. (RESIDENCE)				
	- First Primary Service Line of each account	NA		18.05%	
	- Each Additional Primary Service Line of same account on same order	NA		18.05%	
	SERVICE CONNECTION CHARGES				
	New and Additional Complex Business Svc.				
	- Primary Service, each line:				
	- Local and Extended Area Service				
	- TAS trunk line service or Answering line	NA		18.05%	
	- Tie line (same premises)	NA		18.05%	
	- Custom Data Service, each line	NA		18.05%	
	- Foreign Exchange Service, Contiguous, each line				
	- TAS trunk line service or Answering lines	NA		18.05%	
	- Foreign Exchange Svc., Noncontiguous, each line				
	- TAS trunk line service or Answering lines	NA		18.05%	
	- Foreign Prefix Svc. in same exchange, each line				
	- TAS trunk line service or Answering lines	NA		18.05%	
	- Extension Line; PBX, Horizon, ACD and TAS Station Line Service; Secretarial Line Service:				
	- Off-premises, in the same bldg. or different bldg. on continuous property				
	- Extension Line	NA		18.05%	
	- PBX, TAS, Horizon, or ACD Line	NA		18.05%	
	- Secretarial Line	NA		18.05%	
	- Off-premises, on noncontinuous property in the same central office serving area, each line				
	- Extension Line	NA		18.05%	
	- PBX, TAS, ACD, or Horizon line	NA		18.05%	
	- Tie line	NA		18.05%	

Nevada		Recurring			Non-Recurring	
					Initial	Add'l
	- Secretarial line, Extension of an individual access line or trunk		NA		18.05%	
	- Secretarial Line, Extension of a PBX line, ACD line or Horizon line		NA		18.05%	
	- Off-premises in a different central office serving area in the same exchange or contiguous Foreign Exchange Area, each line					
	- Extension line		NA		18.05%	
	- PBX, TAS, ACD, Horizon line or Tie line		NA		18.05%	
	- Secretarial line - Extension of an individual access line or trunk		NA		18.05%	
	- Secretarial line - Extension of a PBX line, ACD line or Horizon line		NA		18.05%	
	New and Additional Complex Residence Service					
	- Primary Service, each line:					
	- Local and Extended Area Service					
	- Individual access line, Trunk line service		NA		18.05%	
	- Custom Data Service, each line		NA		18.05%	
	- Foreign Exchange Service, Contiguous, each line					
	- Individual access line, Trunk line service		NA		18.05%	
	- Foreign Exchange Svc., Noncontiguous, each line					
	- Individual access line, Trunk line service		NA		18.05%	
	- Foreign Prefix Svc. in same exchange, each line					
	- Individual access line, Trunk line service		NA		18.05%	
	- Extension Line; PBX Primary Line; Secretarial Line Service					
	- On and off premises in the same bldg. or different bldg. on continuous property, each line					
	- Extension line		NA		18.05%	
	- PBX line		NA		18.05%	
	- Secretarial line		NA		18.05%	
	- Off-premises on noncontinuous property in the same central office service area, each line					
	- Extension line		NA		18.05%	
	- PBX line		NA		18.05%	
	- Secretarial line		NA		18.05%	
	- Off-premises in a different central office serving area in the same exchange or contiguous foreign exchange area, each line					
	- Extension line		NA		18.05%	
	- PBX line		NA		18.05%	
	- Secretarial line		NA		18.05%	
	EXCHANGE SERVICES					
	FOREIGN EXCHANGE (FX) SERVICES					
	Foreign Exchange Rates and Charges					
	- Foreign Exchange Mileage Rate					
	- Each one-half mile or fraction thereof-					
	- Each individual flat rate PBX business trunk		18.05%		NA	
	- Each individual flat rate line primary station- Res. and Bus.		18.05%		NA	
	LOCAL EXCHANGE SERVICES					
	Measured Rate Service					
	- Local Exchange Measured Rate Service					
	- Rates and Charges					
	- Rate per month for each primary individual line service (for all Nevada Bell exchanges unless otherwise noted):					
	- Individual Measured Res. or Bus. Service		18.05%		NA	
	- Individual Measured Business Service		18.05%		NA	
	- Individual Standard Measured Residence Svc.		18.05%		NA	
	- Individual Low Use Measured Residence Svc.		18.05%		NA	
	- Usage rate schedule					
	- The day rate applies to the following:					
	- Initial minute		18.05%		NA	
	- Additional minute		18.05%		NA	
	- The evening rate applies to the following:					
	- Initial minute		18.05%		NA	
	- Additional minute		18.05%		NA	
	- The night rate applies to the following:					
	- Initial minute		18.05%		NA	
	- Additional minute		18.05%		NA	
	- Switched 56 Data Service					
	- Rates and Charges					
	- Each SW-56 equipped line or trunk					

Nevada		Recurring			Non-Recurring	
					Initial	Add'l
	- Datapath/TCM - 2-wire local		18.05%		18.05%	
	- Datapath Extension (DPX) - 2-wire remote		18.05%		18.05%	
	- Office Channel Unit Dataport/Control Mode					
	Idle - 4-wire local		18.05%		18.05%	
	- Office Channel Unit Dataport/Control Mode					
	Idle - 4-wire remote		18.05%		18.05%	
	Flat-Rate Service					
	- Local Exchange Flat-Rate Service					
	- Rates and Charges					
	- Rate per month for each primary individual and party line service:					
	- Individual Line Flat Rate Business Service		18.05%		NA	
	- Individual Line Flat Rate Residence Service		18.05%		NA	
	- Individual Line Flat Rate Business Service - Without Telephone		18.05%		NA	
	- Individual Line Flat Rate Residence Service - Without Telephone		18.05%		NA	
	- Two-Party Line Flat Rate Business Service		18.05%		NA	
	- Two-Party Line Flat Rate Residence Service		18.05%		NA	
	- TeenLine					
	- Rates and Charges					
	- TeenLine		18.05%		NA	
	Local Service Options					
	- Farmer Line Service					
	- Rates and Charges					
	- Rate per month for each station					
	- Farmer Line Business Service		18.05%		NA	
	- Farmer Line Residence Service		18.05%		NA	
	- Suburban Service					
	- Rates and Charges					
	- Each suburban primary station service					
	- Suburban service- business		18.05%		NA	
	- Suburban service- residence		18.05%		NA	
	- Suburban Mileage					
	- Reno and Carson City Exchanges					
	- All customer's locations within one mile of the base rate area of s		NA		NA	
	- All additional customer locations		NA		NA	
	- All exchanges except Reno and Carson City					
	- All the customer's locations within one mile of the base rate area of special rate area		NA		NA	
	- All additional customer locations		NA		NA	
	Interoffice Mileage Rates					
	-Mileage rates- per month					
	- Mileage between Central Offices of Exchange for each individual residence or business service:					
	- First One-Quarter Mile or Fraction of Quarter Mile		18.05%		NA	
	- Each additional Quarter Mile or Fraction of Quarter Mile		18.05%		NA	
	PRIVATE BRANCH EXCHANGE TRUNKS					
	Private Branch Exchange Trunks					
	- Rates per month					
	- Mileage between COs of exchange					
	- First one-quarter mile or fraction thereof					
	- Each PBX trunk line equipped		18.05%		NA	
	- Each additional quarter mile or fraction thereof					
	- Each PBX trunk line equipped		18.05%		NA	
	Measured Rate Trunks					
	- Rates and Charges					
	- Rates apply to each trunk line equipped					
	- 2-wire monthly rate (all applicable exchanges)		18.05%		NA	
	- 4-wire monthly rate (all applicable exchanges)		18.05%		NA	
	Flat Rate Trunks					
	- Rates and Charges					
	- 2-wire monthly rate (all applicable exchanges)		18.05%		NA	
	- 4-wire monthly rate (all applicable exchanges)		18.05%		NA	
	Direct-in-Dialing (DID) to PBX Systems					
	- Rates and Charges					
	- DID service					
	- Group of DID Numbers					
	- 20 numbers		18.05%		18.05%	
	- 60 numbers		18.05%		NA	
	- 100 numbers		18.05%		NA	
	- Additional Group of numbers					
	- 20 numbers		18.05%		18.05%	
	- 60 numbers		18.05%		NA	
	- 100 numbers		18.05%		NA	

Nevada	Recurring	Non-Recurring	
		Initial	Add'l
Two-way Operation to PBX Systems (DID/DOD)			
-Rates and Charges			
- Two-way Operation			
- Group of DID/DOD Numbers			
- 20 numbers	18.05%	18.05%	
- 60 numbers	18.05%	NA	
- 100 numbers	18.05%	NA	
- Additional Group of DID/DOD numbers			
- 20 numbers	18.05%	18.05%	
- 60 numbers	18.05%	NA	
- 100 numbers	18.05%	NA	
PREMIUM EXCHANGE SERVICES			
Extension Service			
Remote Call Forwarding			
- Rates and Charges			
- The following rates are for Remote Call Forwarding Service and are in addition to Charges and Rates for equipment with which it is used.			
- First access path			
- Intrastate Inter-Service Area flat rate bus.	18.05%	NA	
- Interstate flat rate business	18.05%	NA	
- Intrastate Inter-Service Area flat rate res.	18.05%	NA	
- Interstate flat rate residence	18.05%	NA	
- Intra-Service Area flat rate business	18.05%	NA	
- Intra-Service Area flat rate residence	18.05%	NA	
- Additional access path		NA	
- each, Local	18.05%	NA	
- each, Toll	18.05%	NA	
Premiere Communications Service			
- Rates and Charges - Premiere 6			
- The rates and charges following are for Premiere 6 only and are in addition to the applicable service connection charges, monthly rates and non-recurring charges for equipment with which they are associated.			
- Basic Features, Premiere 6			
- Each line	18.05%	NA	
- Optional Line Features			
- Premiere 6 Call Waiting- each line	18.05%	NA	
- Premiere 6 Call Forwarding- each line	18.05%	NA	
- Premiere 6 Alternate Answering- each line	18.05%	NA	
- Optional Group Features			
- Premiere 6 Convenience Dialing- each Premiere 6 group	18.05%	NA	
- Premiere 6 Distinctive Ringing- each Premiere 6 group	18.05%	NA	
- Premiere 6 Outward WATS Access- each Premiere 6 group	18.05%	NA	
- Premiere 6 800 Service Access- each Premiere 6 group	18.05%	NA	
- Service Charges			
- Establishment of Service			
- Same time as associated access line(s)			
- Subsequent to establishing associated line	NA	18.05%	
- Service Charges below are applicable to the following changes in an established Premiere group. These rates and USOCs apply to both Business and Residence , except 800 Service.			
- Addition of optional feature(s) to an existing Premiere group- each group	NA	18.05%	
- Changes to the customer specified parameters associated with Premiere Alternate Answering- each line	NA	18.05%	
- Changes requested by the customer in the intercom designation code associated with Premiere Intercom- each line	NA	18.05%	
- Add a line to a Premiere group- each line	NA	18.05%	
- Change or remove a line from a Premiere group- each line	NA	18.05%	
- Change from Premiere 6 to Premiere 20- each line	NA	18.05%	
- Install Outward WATS/800 Service Access, each System	NA	18.05%	
- Measured Service			
- Rates and Charges - Premiere 20			
- The rates and charges following are for Premiere			

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	20 only and are in addition to the applicable service connection charges and monthly rates for the access line with which they are associated.				
	- Basic Features, Premiere 20- each line	18.05%	NA		
	- Optional Line Features				
	- Premiere 20 Call Waiting- each line	18.05%	NA		
	- Premiere 20 Call Forwarding- each line	18.05%	NA		
	- Premiere 20 Alternate Answering- each line	18.05%	NA		
	- Premiere 20 Convenience Dialing- each line	18.05%	NA		
	- Optional Group Features				
	- Premiere 20 Distinctive Ringing- each group	18.05%	NA		
	- Premiere 20 Outward WATS/800 Access-				
	- WATS Access				
	- each access code	18.05%	NA		
	- 800 Service Access				
	- each 800 Service Line	18.05%	NA		
	- Premiere 20 Additional Call Pickup Group				
	- each additional group	18.05%	NA		
	Hunting Service				
	- Rates and Charges ^{1,2,3}				
	- Hunting Service, each line in a hunt group				
	- Series Complete	18.05%	NA		
	- Circular	18.05%	NA		
	- Preferential	18.05%	NA		
	- Uniform Call Distribution	18.05%	NA		
	Direct Connect				
	- Rates and Charges				
	- each line	18.05%	18.05%		
	Confinement Services Offered by Nevada Bell				
	- Rates and Charges				
	- Rate Periods and Rate Discounts				
	- Mileage and Corresponding Rates for Initial Minute and each Additional Minute.				
	- Rate Mileage				
	- 0-10 Initial Minute	18.05%	NA		
	- 11-22 Initial Minute	18.05%	NA		
	- 23-55 Initial Minute	18.05%	NA		
	- 56-124 Initial Minute	18.05%	NA		
	- 125-Plus Initial Minute	18.05%	NA		
	- Operator Assisted Messages				
	- Operator Assisted Station	18.05%	NA		
	- Operator Assisted Person	18.05%	NA		
	- Station Service and Person Service				
	JOINT USER SERVICE				
	- Regulations				
	- the following rates apply in addition to the rates and charges for the facilities and all other service provided.				
	- joint user service is not furnished in connection with residence telephone service or farmer line service.				
	- Rates and Charges				
	- Rate per month for each joint user service:				
	- Individual Party or Answering Line Service				
	- all exchanges	18.05%	NA		
	- PBX or Cord-Operated Answering Service				
	- all exchanges	18.05%	NA		
	DIRECTORY SERVICES				
	Local Directory Assistance Service				
	-Rates and Charges				
	- Direct dialed calls to Directory Assistance				
	- Each call exceeding the Call Allowance	0.15%	NA		
	- Operator Assisted Calls to Directory Assistance				
	- Each operator assisted call exceeding the allowance (from Direct Dial Access stations)	0.15%	NA		
	- Each operator assisted call exceeding the allowance (from Non-Direct Dial Access stations)	0.15%	NA		
	OPERATOR SERVICES				
	Local Operator Verification/ Interrupt Service				
	- Rates and Charges				
	- Verification	0.15%	NA		
	- Combination of a verification and interruption of a				

Nevada	Recurring	Non-Recurring	
		Initial	Add'l
conversation	0.15%	NA	
Operator Assisted Local Calls			
- Dial Station Message Toll Charges for the lowest rate step (0-10 miles), plus the appropriate Operator Service Charge, as set forth in Tariff A.6, apply to local calls placed with the assistance of a Utility operator.			
MESSAGE TELECOMMUNICATION SERVICE			
STANDARD SERVICE OFFERINGS			
Two-Point Message Telecommunication Service			
- Rates and Charges - Message Toll Rate - Reno LATA			
- Rate Periods and Rate Discounts			
- Monday thru Friday			
- day rate (8:00 am to 5:00 pm) = 0% discount.			
- evening rate (5:00 pm to 11:00 pm) = 25% disc.			
- night rate (11:00 pm to 8:00 am) = 50% discount.			
- Saturday, night rate, all hours = 50% discount.			
- Sunday ²			
- night rate (8:00 am to 5:00pm) = 50% discount.			
- evening rate (5:00 pm to 11:00 pm) = 25% disc.			
- night rate (11:00 pm to 8:00 am) = 50% discount.			
- Mileage and Corresponding Rates for Different Classes of Service - Day Rate Period			
- Residence - Dial Station-to-Station			
- Rate Mileage			
- 0-10			
- initial minute	18.05%	NA	
- each additional minute	18.05%	NA	
- 11-22			
- initial minute	18.05%	NA	
- each additional minute	18.05%	NA	
- 23-55			
- initial minute	18.05%	NA	
- each additional minute	18.05%	NA	
- 56-124			
- initial minute	18.05%	NA	
- each additional minute	18.05%	NA	
- 125-plus			
- initial minute	18.05%	NA	
- each additional minute	18.05%	NA	
-Business and assisted types of calls			
- Rate Mileage			
- 0-10			
- initial minute	18.05%	NA	
- each additional minute	18.05%	NA	
- 11-22			
- initial minute	18.05%	NA	
- each additional minute	18.05%	NA	
- 23-55			
- initial minute	18.05%	NA	
- each additional minute	18.05%	NA	
- 56-124			
- initial minute	18.05%	NA	
- each additional minute	18.05%	NA	
- 125-plus			
- initial minute	18.05%	NA	
- each additional minute	18.05%	NA	
- Operator Assisted Messages			
- In addition to the Dial Station-to-Station Rate, the following service charges are applicable as outlined in Regulations section A6.2.1.B.6.			
- Customer Dialed Calling Card	18.05%	NA	
- Operator Assisted Calling Card	18.05%	NA	
- Operator Assisted Station	18.05%	NA	
- Operator Assisted Person	18.05%	NA	
- Coin Station Service and Coin Person Service			
- The charge for a call paid for by coin deposit in a public coin telephone is the sum of the Business two-point message rates, operator assisted service charge and federal tax, rounded to the nearer multiple of \$.05.			
Toll Stations			
- Rates and Charges			
- Individual Access Lines and Primary Station Service			
- Individual access line	18.05%	NA	
- Extension Station Service Line			

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	- Where located off the premises on which the primary service point is located.				
	- Installation charge	NA		0%	
	- Monthly rate				
	Message Toll Telephone Service				
	- See this tariff for a complete list of rate centers and Central Offices in the State of Nevada, together with V-H coordinates for use in determining air-line mileages for message toll telephone service and measured exchange service.				
	Toll Service - Station Service				
	- Rates				
	- Each business or residence toll service-station, per year	18.05%		NA	
	- Interconnection of two toll service-station lines terminating at same toll station or toll switchboard, each message	18.05%		NA	
	- Messages between toll service-stations and the toll station or toll switchboard to which they are connected, each message	18.05%		NA	
	OPTIONAL CALLING PLANS				
	Dial One Metro				
	- Rates and Charges				
	- Dial One Metro - Residence				
	- From EAD 1 to EADs 2, 3, 4, per billing account	18.05%			
	- Non-recurring ¹			18.05%	
	- From EAD 2 to EADs 1, 3, 4, per billing account	18.05%			
	- Non-recurring ¹			18.05%	
	- From EAD 3 to EADs 1, 2, 4, per billing account	18.05%			
	- Non-recurring ¹			18.05%	
	- From EAD 4 to EADs 1, 2, 3, per billing account	18.05%			
	- Non-recurring ¹			18.05%	
	- Dial One Metro - Business				
	- From EAD 1 to EADs 2, 3, 4, per billing account	18.05%		NA	
	- Non-recurring ¹			18.05%	
	- From EAD 2 to EADs 1, 3, 4, per billing account	18.05%			
	- Non-recurring ¹			18.05%	
	- From EAD 3 to EADs 1, 2, 4, per billing account	18.05%			
	- Non-recurring ¹			18.05%	
	- From EAD 4 to EADs 1, 2, 3, per billing account	18.05%			
	- Non-recurring ¹			18.05%	
	- Dial One Metro or Equivalent ²				
	- From Rural Telephone Company prefix 969 to EAD 7	18.05%		18.05%	
	WIDE AREA TELECOMMUNICATION SVC. (WATS)				
	OUTWARD WATS AND 800 SERVICE				
	Outward WATS and 800 Service				
	- Charges and Rates				
	- Installation Charge				
	- an access line will be furnished at the service connection charges or multi-element service charges equivalent to that of a business individual access line as shown in NE A3.				
	- Extension Station Lines				
	- Extension station lines are charged for at the rates specified for in Private Line Service in Tariff PL B3.				
	- Move and Change Charge				
	- Move or change an outward statewide access line	NA		18.05%	
	- Move or change an outward intraLATA access line	NA		18.05%	
	- Move or change an 800 access line	NA		18.05%	
	Outward WATS				
	- Rates and Charges				
	- Access Rates				
	- Statewide (Band 8)				
	- Access line, each ¹	18.05%		NA	
	- IntraLATA only (Band 9), within the customer's serving LATA				
	- Access line, each	18.05%		NA	
	- InterLATA only (Band 11), outside the customer's serving LATA				

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	- Access line, each	18.05%	NA	
	- Monthly Usage Rates			
	- Average Hours of Use per Line - Outward WATS			
	- 0 - 15	18.05%	NA	
	- 15.1 - 40	18.05%	NA	
	- 40.1 - 80	18.05%	NA	
	- over 80	18.05%	NA	
	800 Service			
	- Rates and Charges			
	- Access Rates - Statewide			
	- Access Line, each	18.05%	NA	
	- Monthly Usage Rates - Statewide			
	- Hours of Usage			
	- Business Day, Monday thru Friday, 9a.m. to 9p.m.	18.05%	NA	
	- Off Peak, All Other Hours	18.05%	NA	
	CENTRAL OFFICE SERVICES			
	TELEPHONE ANSWERING SERVICE			
	Secretarial Answering Service			
	- Rates and Charges			
	- Each secretarial extension line, extension of a trunk line, PBX or CENTREX cord-operated equipment or key equipment.			
	- Charge as appropriate for an extension line, PBX or CENTREX extension line plus the following mileage:			
	- 1/4 to 3/4 miles, flat rate			
	- each extension line	18.05%	NA	
	- 4/4 to 7/4 miles, flat rate			
	- each extension line	18.05%	NA	
	- over 7/4 miles, flat rate			
	- each extension line	18.05%	NA	
	MISCELLANEOUS SERVICE OFFERINGS			
	MILEAGE CHARGES			
	Extension Lines			
	- Rates and Charges			
	- Apply to each extension, PBX, order receiving equipment and key equipment station line.			
	- No mileage charge applies where the terminals are in different buildings on continuous property where the remote building is within 300 feet from the primary station or PBX switchboard. (A10.2.1.B.7)			
	- Terminals are in different buildings on continuous property and located beyond 300 feet from the primary station. (See A10.2.1.B.7)			
	- Each one-quarter mile or fraction thereof-			
	- Each extension station	18.05%	NA	
	- Each PBX station	18.05%	NA	
	- Terminals are on noncontinuous property within the same exchange. (See A10.2.1.B.8 & A10.2.1.B.9)			
	- Each extension station line or key equipment station line, per local loop (1 required per line)	18.05%	NA	
	- Each private branch exchange station line or order receiving equipment line, per local loop (2 required per line)	18.05%	NA	
	- Terminals are on nocontinuous property between contiguous exchanges. (See A10.2.1.B.8 & B.9)			
	- First one-quarter mile or fraction thereof-			
	- Each PBX station	18.05%	NA	
	- Each extension station	18.05%	NA	
	- Each additional one-quarter mile or fraction thereof-			
	- Each PBX station	18.05%	NA	
	- Each extension station	18.05%	NA	
	- Where all of the following conditions prevail, cable charges based on estimated cost may be applied in lieu of mileage charges:			
	- for one customer;			
	- served by dedicated cable between premises of same customer on noncontinuous property;			
	- minimum cable capacity of 100 pairs and less than on airline mile in length.			
	- Each dedicated cable			

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	- basic termination charge		NA	0%	
	- rate per month		0%	NA	
	- Service Area Transmission Equipment				
	- installation charge		NA	0%	
	- rate per month		0%	NA	
	- expense incurred by the Utility to meet transmission and/or signaling requirements.				
	Tie Line Service				
	- Rates and Charges				
	- Each Tie Line between PBX or Intercommunicating Systems on Different Premises, Different Central Office, Each Loop (2 required)		18.05%	NA	
	- Each Tie Line between PBX or Intercommunicating Systems on Different Premises, Same Central Office, Each Loop (2 required)		18.05%	NA	
	MISCELLANEOUS SWITCHING ARRANGEMENTS				
	Arrangements for Night, Sunday, and Holidays				
	- Rates and Charges				
	- Termination in Central Office, With Night Listing for Private Branch Exchange System:				
	- each terminal		18.05%	NA	
	Multiple Line Control Arrangements				
	- Rates and Charges				
	- First 6 Lines of a Group		18.05%	18.05%	
	- Each Additional Line of Same Group		18.05%	18.05%	
	TOLL RESTRICTION SERVICES				
	Toll Diversion				
	- Rates and Charges				
	- Changes in Telephone Prefixes and Codes:				
	Each change in diverting equipment arrangement or call control equipment to divert or not divert calls to one or more telephone prefixes or codes:				
	- For each Group of Trunks having the same diverting arrangement		NA	18.05%	
	- Access Code Diverting Service:				
	- Each central office arrangement of a trunk of a dial PBX system to divert access code "0" or "1"		18.05%	18.05%	
	DISCRETIONARY EXCHANGE SERVICES				
	CUSTOM CALLING 2000				
	- Rates and Charges				
	- Feature Rates				
	- Call Management Features				
	- Call Trace, residence				
	- initial charge				
	- each occurrence		18.05%	NA	
	- Call Trace, business				
	- initial charge				
	- each occurrence		18.05%	NA	
	- Caller ID, residence				
	- per line		18.05%	NA	
	- Caller ID, business				
	- per line		18.05%	NA	
	- Call Return, residence				
	- per line		18.05%	NA	
	- Call Return, business				
	- per line		18.05%	NA	
	- Repeat Dialing, residence				
	- per line		18.05%	NA	
	- Repeat Dialing, business				
	- per line		18.05%	NA	
	- Privacy Features				
	- Per Call Blocking, residence				
	- per line		NA	NA	
	- Per Call Blocking, business				
	- per line		NA	NA	
	- Per Line Blocking, residence				
	- per line		NA	NA	
	- Blocked Call Rejection, residence				
	- per line		18.05%	NA	
	- Blocked Call Rejection, business				
	- per line		18.05%	NA	

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	- Screen List Editing Features			
	- Call Screen, residence			
	- per line	18.05%	NA	
	- Call Screen, business			
	- per line	18.05%	NA	
	- Priority Ringing, residence			
	- per line	18.05%	NA	
	- Priority Ringing, business			
	- per line	18.05%	NA	
	- Select Call Forwarding, residence			
	- per line	18.05%	NA	
	- Select Call Forwarding, business			
	- per line	18.05%	NA	
	- Multi-feature discounts			
	- Multi-feature discount rates will apply when ordering the following CC2000 features:			
	- Caller ID, Call Screen, Call Return, Repeat Dialing, Priority Ringing, Select Call Forwarding, and Blocked Call Rejection.			
	- Multi-feature discounts apply to both Residence and Business features.			
	- One feature, current discount is 0%			
	- Two or more features, current discount is 25%			
	EXPRESS CALL COMPLETION SERVICE (ECCS)			
	- Rates and Charges			
	- Per affirmative activation, per call	18.05%	NA	
	PRIMARY RATE ISDN (PRI)			
	- Rates and Charges			
	- Primary Rate Interface ^{1,2}			
	- 23B+Primary D interface, Each			
	- Month-to-Month	18.05%	18.05%	
	- 3 - year	18.05%	18.05%	
	- 5 - year	18.05%	18.05%	
	- Additional interfaces			
	- 24B interface, Each			
	- Month-to-Month	18.05%	18.05%	
	- 3 - year	18.05%	18.05%	
	- 5 - year	18.05%	18.05%	
	- 23B+Back-up D interface, Each			
	- Month-to-Month	18.05%	18.05%	
	- 3 - year	18.05%	18.05%	
	- 5 - year	18.05%	18.05%	
	- Optional Features ³			
	- Alternate Route, each route	18.05%	18.05%	
	- PRI - NET, each PRI interface and Centrex	18.05%	18.05%	
	- Non-PRI Foreign Exchange/Foreign Prefix Connection, each path/each telephone number	18.05%	18.05%	
	- PRI Subgroup, each subgroup	18.05%	18.05%	
	- Private Facility Connection, each facility group/trunk group connected	18.05%	18.05%	
	- User to User Information, each PRI interface	18.05%	18.05%	
	- Change Charges			
	- PRI Miscellaneous Change Charge			
	- Each affected PRI serving arrangement	NA	18.05%	
	OPTIONAL DISCOUNT TOLL CALLING PLANS			
	- Rates and Charges			
	- Comstock Plan - Residence			
	- Monthly Toll Usage Revenues			
	- \$0 - \$49.99			
	- per minute rate is not changed			
	- \$50.00 and above, per minute rate			
	- per minute rate	18.05%	NA	
	- Bonanza Plan - Business			
	- Monthly Toll Usage Revenues			
	- \$0 - \$14.99			
	- per minute rate is not changed			
	- \$15.00 - \$49.99			
	- per minute rate	18.05%	NA	
	- \$50.00 - \$249.99			
	- per minute rate	18.05%	NA	
	- \$250.00 and above			
	- per minute rate	18.05%	NA	
	- Optional Term Discounts - Business			

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	- 1- Year Term= Additional 5%	18.05%		NA	
	- 2- Year Term= Additional 10%	18.05%		NA	
	- 3- Year Term= Additional 15%	18.05%		NA	
PRIVATE LINE SERVICES					
CHANNELS					
Charges.					
	- Channel Termination for Telephone Sets:				
	- Each move or change of a channel termination	NA		18.05%	
	- Channels for remote metering, Supervisory Control and Miscellaneous Signaling Purposes.				
	- Each change in location of a termination of a channel made on same premises at the customer's request	NA		18.05%	
	- Change of Channel Termination where Customer-Owned Teletypewriter of Morse Station Eq. is used.				
	- Each termination moved or changed on the same premises at the customer's request	NA		18.05%	
	- Channels for One-Way Program Transmission Networks in Connection with Loudspeakers.				
	- Station channel	NA		18.05%	
	- Station channel extension	NA		18.05%	
	- Channels for Data Transmission (Schedules 0, 1, 2, 3, 3A, 4) and Teletypewriter Channels.				
	- Each termination of a channel moved or changed on the same premises at the customer's request	NA		18.05%	
	- Moves to different premises.				
	- A change of location from one premise to another will not be treated as a move but as a disconnect and a new install.				
CLASSIFICATION AND RATES					
Series 1000 Channels					
	- Private Line Service and Channels for Remote Metering, Supervisory Control, and Miscellaneous Signaling				
	- Charges and Rates				
	- Local or Interexchange Private Line Channels				
	- Channel between first 2 terminations on different premises on the same continuous property:				
	- Types 1001 and 1009C:				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Types 1002 and 1005:				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Type 1006				
	- Half duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- CPE Termination				
	- Each	NA		18.05%	
	- Channel between first terminations on different premises on noncontinuous property:				
	- Local Loop for Each First Termination				
	- Types 1001 and 1009C:				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Types 1002 and 1005:				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Type 1006:				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Each first termination on premises				
	- CPE Termination				
	- Each	NA		18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination:				
	- Types 1001 and 1009C: ¹				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Types 1002, 1005, and 1006:				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- CPE Termination				
	- Each	NA		18.05%	
	- Parallel Drop - up to 30 Bauds				
	- Local Channel:, Each	18.05%		18.05%	

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	- Type 1009C Channels ²				
	- Each Serving Central Office Termination of an				
	Outlying CPE Station (Alarmed Location)	18.05%		18.05%	
	- A change in termination from 1 Channel to another				
	at the customer's request will be treated as a				
	new installation.				
	- Station Arrangement - 150 Baud				
	- The rate applies to each first termination.				
	- Station Arrangement, Each	18.05%		NA	
	- Channels between Exchanges (Interexchange				
	Channels)				
	- Each Channel Terminal for terminating a 2-point				
	Channel or 2-point section of a Multipoint Channel				
	in a Central Office				
	- Half or Full Duplex:				
	- Channel Terminal, Each	18.05%		NA	
	- Interexchange channel mileage for each 2-point				
	or 2-point section of a Multipoint Channel, per				
	airline mile, per month:				
	- Type 1001 and 1009C:				
	- First 40 miles				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Next 210 miles				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Each Additional Mile				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Type 1002, 1005, and 1006:				
	- First 40 miles				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Next 210 miles				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Each Additional Mile				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Each interexchange channel also requires a				
	Local Loop for each station location on non-				
	continuous property. If applicable, additional				
	termination of same channel on different				
	premises on the same continuous property				
	as first termination, also applies.				
	- Battery				
	- Battery Supply Other Than Dry Cells:				
	- Each A.C. or D.C. Battery Tap	18.05%		NA	
	- Private Line Teletypewriter Service and Channels				
	- Rates and Charges				
	- Local or Interexchange Private Line Teletypewriter				
	Channels				
	- Channel between first 2 terminations on different				
	premises on the same continuous property:				
	- 60, 75, 100 Speed				
	- Channel:				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- 150 Baud				
	- Channel:				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- CPE Termination				
	- Each	NA		18.05%	
	- Channel between first terminations on different				
	premises on noncontinuous property:				
	- Local Loop for termination on a premises				
	- 60, 75, 100 Speed				
	- Channel:				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- CPE Termination				
	- Each	NA		18.05%	
	- 150 Baud				
	- Channel:				
	- Half Duplex, Each	18.05%		NA	
	- Full Duplex, Each	18.05%		NA	
	- CPE Termination				
	- Each	NA		18.05%	

Nevada		Recurring			Non-Recurring	
					Initial	Add'l
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination:					
	- 60, 75, and 100 Speed and 150 Baud					
	- Channel:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination					
	- Each	NA		18.05%		
	- Channels between Exchanges					
	- Terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office:					
	- Channel Terminal:					
	- Each	18.05%		NA		
	- Interexchange Channel Mileage for each 2-point Channel or 2 Point Section of a Multipoint Channel per Airline Mile					
	- 0-40 Miles					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Next 210 Miles					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Each Additional Mile					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Each Channel or service also requires a Local Loop for each station location on noncontinuous property. In addition, Channel between first termination on different premises on the same continuous property, and additional termination on different premises on the same continuous property, also apply if applicable.					
	- Station Arrangement - 150 Baud Service					
	- The charge applies:					
	- once to a Channel entirely on the same premises					
	- to each first termination on different premises					
	- Station Arrangement, Each	18.05%		NA		
	-Channels for Data Transmission					
	- Charges and Rates					
	- Local or Interexchange Private Line Channels					
	- Channel between first 2 terminations on different premises on the same continuous property:					
	- Schedule O					
	- Type 1001:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination:					
	- Each	NA		18.05%		
	- Schedule 1, 2, and 3					
	- Types 1002 and 1005:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination:					
	- Each	NA		18.05%		
	- Schedule 3A					
	- Types 1006 and 1009C:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination:					
	- Each	NA		18.05%		
	- Channel between first terminations on different premises on noncontinuous property:					
	- Local Loop for each first termination on a premise.					
	- Schedule O					
	- Type 1001:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination					
	- Each	NA		18.05%		
	- Schedule 1, 2, and 3					
	- Types 1002 and 1005:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination					
	- Each	NA		18.05%		
	- Schedule 3A					
	- Types 1006 and 1009C					

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	- Half Duplex, Each	18.05%	NA		
	- Full Duplex, Each	18.05%	NA		
	- CPE Termination				
	- Each	NA	18.05%		
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination:				
	- Schedule O				
	- Type 1001:				
	- Half Duplex, Each	18.05%	NA		
	- Full Duplex, Each	18.05%	NA		
	- CPE Termination:				
	- Each	NA	18.05%		
	- Schedule 1, 2, 3, and 3A				
	- Types 1002, 1005, 1006 and 1009C:				
	- Half Duplex, Each	18.05%	NA		
	- Full Duplex, Each	18.05%	NA		
	- CPE Termination:				
	- Each	NA	18.05%		
	- Channels between Exchanges (Interexchange Channels):				
	- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
	- Half or Full Duplex:				
	- Channel Terminal, Each	18.05%	NA		
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
	- Schedule O:				
	- 0-40 Miles				
	- Half Duplex	18.05%	NA		
	- Full Duplex	18.05%	NA		
	- Next 210 Miles				
	- Half Duplex	18.05%	NA		
	- Full Duplex	18.05%	NA		
	- Each Additional Mile				
	- Half Duplex	18.05%	NA		
	- Full Duplex	18.05%	NA		
	- Schedule 1, 2, 3, and 3A:				
	- 0-40 Miles				
	- Half Duplex	18.05%			
	- Full Duplex	18.05%			
	- Next 210 Miles				
	- Half Duplex	18.05%	NA		
	- Full Duplex	18.05%	NA		
	- Each Additional Mile				
	- Half Duplex	18.05%	NA		
	- Full Duplex	18.05%	NA		
	- Each channel also requires a local loop for each station location on noncontinuous property.				
	In addition, Channel between first terminations on different premises on the same continuous property, and additional termination on different premises on the same continuous property, also apply, if applicable.				
	Series 2000 Channels				
	- Private Line Telephone Service and Channels				
	- Charges and Rates				
	- Local or Interexchange Private Line Telephone Service and Channels				
	- Channel between the first 2 terminations on different premises on the same continuous property:				
	- Half Duplex:				
	- Type 2001, Each	18.05%	NA		
	- Type 2002, Each	18.05%	NA		
	- Full Duplex:				
	- Type 2001, Each	18.05%	NA		
	- Type 2002, Each	18.05%	NA		
	- CPE Termination:				
	- Each	NA	18.05%		
	- Channel between first terminations on different premises on noncontinuous property				
	- Half Duplex:				
	- Type 2001, Each	18.05%	NA		
	- Type 2002, Each	18.05%	NA		
	- Full Duplex:				
	- Type 2001, Each	18.05%	NA		

Nevada		Recurring			Non-Recurring	
					Initial	Add'l
	- Type 2002, Each		18.05%		NA	
	- CPE Termination:					
	- Each		NA		18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination					
	- Half Duplex:					
	- Type 2001, Each		18.05%		NA	
	- Type 2002, Each		18.05%		NA	
	- Full Duplex:					
	- Type 2001, Each		18.05%		NA	
	- Type 2002, Each		18.05%		NA	
	- CPE Termination:					
	- Each		NA		18.05%	
	- Signaling (if required)					
	- Per Local Loop or Channel		18.05%		NA	
	- Channels between Exchanges (Interexchange Channels):					
	- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office					
	- Channel Terminal:					
	- Each		18.05%		NA	
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month					
	- First 40 Miles:					
	- Half Duplex, Each		18.05%		NA	
	- Full Duplex, Each		18.05%		NA	
	- Next 210 Miles:					
	- Half Duplex, Each		18.05%		NA	
	- Full Duplex, Each		18.05%		NA	
	- Each Additional Mile:					
	- Half Duplex, Each		18.05%		NA	
	- Full Duplex, Each		18.05%		NA	
	- Each Channel or service also requires a Local Loop for each station location on noncontinuous property. In addition, a Channel between first terminations on different premises on the same continuous property, and additional termination of the same Channel on different premises on the same continuous property also apply, if applicable.					
	- Where a switching arrangement is provided, each station or termination on an Interexchange Service or Channel at the switching point requires a Local Loop and Channel terminal for each of the Interexchange Private Lines to which it is connected and which can be operated as a separate private line.					
	- Switching Arrangements (See Regulation 1.(1))					
	- A charge applies at the switching point for each Local or Interexchange Private Line arranged for Switching.					
	- Switching Arrangement:					
	- Local Service or Channel:					
	- Each		18.05%		NA	
	- Interexchange Service or Channel:					
	- Each		18.05%		NA	
	- Private Line Services and Channels for Data Transmission					
	- Charges and Rates					
	- Local or Interexchange Private Line Channels					
	- Channel between first 2 terminations on different premises on the same continuous property					
	- Types 2001, 2002, and 2006:					
	- Half Duplex, Each		18.05%		NA	
	- Full Duplex, Each		18.05%		NA	
	- CPE Termination:					
	- Each		NA		18.05%	
	- Channel between first terminations on different premises on noncontinuous property					
	- Local Loop for each first termination on a premise					
	- Types 2001, 2002, and 2006:					
	- Half Duplex, Each		18.05%		NA	
	- Full Duplex, Each		18.05%		NA	
	- CPE Termination:					
	- Each		NA		18.05%	
	- Additional termination of the same Channel on					

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	different premises on the same continuous property as the first termination				
	- Types 2001, 2002, and 2006:				
	- Half Duplex, Each	18.05%	NA		
	- Full Duplex, Each	18.05%	NA		
	- CPE Termination:				
	- Each	NA	18.05%		
	- Channels between Exchanges (Interexchange Channels)				
	- Each channel terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel, in a Central Office				
	- Half or Full Duplex:				
	- Channel Terminal, Each	18.05%	NA		
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
	- Schedule 3A:				
	- 0-40 Miles				
	- Half Duplex	18.05%	NA		
	- Full Duplex	18.05%	NA		
	- Next 210 Miles				
	- Half Duplex	18.05%	NA		
	- Full Duplex	18.05%	NA		
	- Each Additional Mile				
	- Half Duplex	18.05%	NA		
	- Full Duplex	18.05%	NA		
	- Each channel also requires a local loop for each station location on noncontinuous property.				
	In addition, Channel between first terminations on different premises on the same continuous property, and additional termination of the same Channel on different premises on the same continuous property, also apply, if applicable.				
	Series 3000 Channels				
	- Channels for Remote Metering, Supervisory Control and Miscellaneous Signaling Purposes				
	- Charges and Rates				
	- Local or Interexchange Private Line Channels- Type 3001				
	- Channel between first 2 terminations on different premises on the same continuous property				
	- Type 3001:				
	- Half Duplex, Each	18.05%	NA		
	- Full Duplex, Each	18.05%	NA		
	- CPE Termination:				
	- Each	NA	18.05%		
	- Channel between first terminations on different premises on noncontinuous property				
	- Local Loop for Each First Termination				
	- Type 3001:				
	- Half Duplex, Each	18.05%	NA		
	- Full Duplex, Each	18.05%	NA		
	- CPE Termination:				
	- Each	NA	18.05%		
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination				
	- Type 3001:				
	- Half Duplex, Each	18.05%	NA		
	- Full Duplex, Each	18.05%	NA		
	- CPE Termination:				
	- Each	NA	18.05%		
	- Channels between Exchanges (Interexchange Channels)				
	- Each channel terminal for terminating a 2-point or 2-point section of a Multipoint Channel in a Central Office				
	- Half Duplex:				
	- Channel Terminal, Each	18.05%	NA		
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
	- First 40 miles				
	- Half Duplex, Each	18.05%	NA		
	- Full Duplex, Each	18.05%	NA		
	- Next 210 Miles				
	- Half Duplex, Each	18.05%	NA		
	- Full Duplex, Each	18.05%	NA		
	- Each Additional Mile				

Nevada		Recurring			Non-Recurring	
					Initial	Add'l
	- Half Duplex, Each		18.05%		NA	
	- Full Duplex, Each		18.05%		NA	
	- Each Interexchange Channel also requires a Local Loop for each station location on non-continuous property. If applicable, additional termination of the same Channel on different premises on the same continuous property as the first termination, also applies.					
	- Station Arrangement - 150 Bauds					
	- This charge applies:					
	- once to a Channel entirely on same premises					
	- to each first termination on different premises					
	- Station Arrangement, Each		18.05%		NA	
	- Channel conditioning arrangements may be provided for Type 3001 Channels with the rates and provisions of Tariff PL B3.3.1.					
	- Signaling for Type 3001 Channels (if required)					
	- Per Local Loop or Channel Arranged		18.05%		NA	
	- A change in termination from 1 channel to another at the customer's request will be treated as a new installation.					
	- Channels for Data Transmission					
	- Charges and Rates					
	- Local or Interexchange Private Line Channels- Schedules 3A and 4					
	- Channel between first 2 terminations on different premises on the same continuous property					
	- Type 3001:					
	- Half Duplex, Each		18.05%		NA	
	- Full Duplex, Each		18.05%		NA	
	- CPE Termination:					
	- Each		NA		18.05%	
	- Type 3002:					
	- Half Duplex, Each		18.05%		NA	
	- Full Duplex, Each		18.05%		NA	
	- CPE Termination:					
	- Each		NA		18.05%	
	- Channel between first terminations on different premises on noncontinuous property					
	- Local Loop for each first termination on a premises					
	- Type 3001:					
	- Half Duplex, Each		18.05%		NA	
	- Full Duplex, Each		18.05%		NA	
	- CPE Termination:					
	- Each		NA		18.05%	
	- Type 3002:					
	- Half Duplex, Each		18.05%		NA	
	- Full Duplex, Each		18.05%		NA	
	- CPE Termination:					
	- Each		NA		18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination					
	- Type 3001:					
	- Half Duplex, Each		18.05%		NA	
	- Full Duplex, Each		18.05%		NA	
	- CPE Termination:					
	- Each		NA		18.05%	
	- Type 3002:					
	- Half Duplex, Each		18.05%		NA	
	- Full Duplex, Each		18.05%		NA	
	- CPE Termination:					
	- Each		NA		18.05%	
	- Bulk Pricing (for large volumes of Type 3002) (See NOTE 4 for nonrecurring charge information)					
	- Channel between first terminations on different premises on noncontinuous property					
	- Local Loop for each first termination on a premises					
	- Half Duplex, Each		18.05%		NA	
	- Full Duplex, Each		18.05%		NA	
	- Channel Terminal, Bulk Pricing:					
	- Half Duplex, Each		18.05%		NA	
	- Full Duplex, Each		18.05%		NA	
	- Interoffice Channel Mileage Bulk Pricing for each two-point channel or two-point section of a multi-point channel, -per airline mile, per month		18.05%		NA	
	- Charge to meet Bulk Pricing "minimum" channel					

Nevada		Recurring			Non-Recurring	
					Initial	Add'l
	service charge requirement					
	- per channel	18.05%		NA		
	- Channels between Exchanges (Interexchange Channels)					
	- Each Channel terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office					
	- Channel Terminal, Each	18.05%		NA		
	- Interexchange channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel per airline mile, per month					
	- Schedule 3A:					
	- 0-40 Miles					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Next 210 Miles					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Each Additional Mile					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Schedule 4:					
	- 0-40 Miles					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Next 210 Miles					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Each Additional Mile					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Each channel also requires a local loop for each station location on noncontinuous property					
	In addition, channel between first terminations on different premises on the same continuous property, and additional termination on different premises on the same continuous property also apply, if applicable.					
	- Signaling for Schedule 4 Channels (if required)					
	- Local Loop or Channel:					
	- Arranged for Signaling	18.05%		NA		
	- Station Arrangements - Schedule 3A					
	- The rate applies:					
	- once to a Channel entirely on same premises					
	- to each first termination on different premises					
	- Station Arrangement, Each	18.05%		NA		
	- Switching Arrangements for Schedule 4					
	Channels are furnished with the rates and provisions of Tariff PL B3.2.2.					
	- Channel Conditioning for Schedule 4 Channels is furnished with the rates and provisions of Tariff PL B3.3.1.					
	- Local Area Data Channels (LADC)					
	- Charges and Rates					
	- Channel between first two terminations on different premises on the same continuous property.					
	- Type:					
	- 2-wire, Each	18.05%		NA		
	- 4-wire, Each	18.05%		NA		
	- Termination					
	- Each	NA		18.05%		
	- Channel between two terminations.					
	- Local Loop for each termination.					
	- Type:					
	- 2-wire, Each	18.05%		NA		
	- 4-wire, Each	18.05%		NA		
	- Termination:					
	- Each	NA		18.05%		
	Other Channels					
	- Bell and Lights System Attack Warning Service					
	This service is not offered at this time.					
	- Farmer Lines					
	- Rates and Charges					
	- Connection Charge					
	- Each connection made with customer-owned facilities					
	- Channel Rate - Each Channel					
	- In Cable					
	- Each one-quarter mile or fraction thereof					

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	airline measurement, per year	18.05%		NA	
	- Open Wire				
	- First one-quarter mile or fraction thereof,				
	airline measurement, per month	18.05%		NA	
	- Each additional one-quarter mile or fraction				
	thereof, airline measurement, per month	18.05%		NA	
	OTHER FEATURES AND ARRANGEMENTS				
	Classification and Rates - Channel Conditioning				
	- Charges and Rates				
	- Type C1, C2, and C4 Channel Conditioning				
	- For the First Station in an Exchange:				
	- On a 2-point Channel not arranged for Switching:				
	- Type C1	18.05%		18.05%	
	- Type C2	18.05%		18.05%	
	- Type C4	18.05%		18.05%	
	- On a 2-point Channel arranged for:				
	- Switching Type C1	18.05%		18.05%	
	- Multi Point Type C1	18.05%		18.05%	
	- On a Multi Point Channel:				
	- Type C2	18.05%		18.05%	
	- For Each Additional Station on the Same Channel				
	and in the Same Exchange as the First Station:				
	- Type C1	18.05%		18.05%	
	- Type C2	18.05%		18.05%	
	- Type C4	18.05%		18.05%	
	- Type D1, High Performance Data Conditioning applies				
	to Schedule 4 Channels for data transmission.				
	- When High Performance Data Conditioning is				
	ordered subsequent to the installation of the Data				
	Channel, a charge equal to the Installation Charge				
	for the Local Channel will apply for each Local				
	Channel in addition to the charge for the High				
	Performance Data Conditioning.				
	- On a 2-point Channel not arranged for Switching:				
	- Type D1, Per Channel	NA		18.05%	
	Classification and Rates - Signaling Options				
	- Charges and Rates				
	- Dial Conditioning Arrangement used with Channels				
	Between Non-contiguous Exchanges				
	- The dial conditioning arrangement charge would				
	not apply when furnished at a service point				
	equipped with an interexchange switching arrange-				
	ment.				
	- Dial Signaling Arrangement:				
	- Per Point Service	18.05%		NA	
	- Dial Termination Arrangement:				
	- Per Point Service	18.05%		NA	
	Classification and Rates - Multipoint Service and				
	Multistation Arrangements				
	- Charges and Rates				
	- Intraexchange				
	- Multipoint Charge:				
	- Per Central Office Termination	18.05%		18.05%	
	- Interexchange				
	- Multipoint Charge:				
	- Per Central Office Termination	18.05%		18.05%	
	DIGITAL ACCESS SERVICE				
	DIGITAL DATA SERVICE				
	Rates and Charges				
	- Channels Between Digital Cities				
	- The rates below apply for each two-point channel				
	section furnished between Digital City Rate Centers.				
	- Airline Mileage				
	- Each mile at 2.4 Kbps	18.05%		NA	
	- Each mile at 4.8 Kbps	18.05%		NA	
	- Each mile at 9.6 Kbps	18.05%		NA	
	- Each mile at 56 Kbps	18.05%		NA	
	- Channels				
	- Each channel at 2.4 Kbps	18.05%		NA	
	- Each channel at 4.8 Kbps	18.05%		NA	
	- Each channel at 9.6 Kbps	18.05%		NA	
	- Each channel at 56 Kbps	18.05%		NA	
	- Local Distribution Channel				
	- The rates below apply for each two-point Local				
	Distribution Channel terminated at a station in a				

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	Digital City Serving Area, thereby providing a path for digital transmission between the Serving Wire Center Central Office and the customer's premises.				
	- Transmission speed				
	- 2.4 Kbps	18.05%	18.05%		
	- 4.8 Kbps	18.05%	18.05%		
	- 9.6 Kbps	18.05%	18.05%		
	- 56 Kbps	18.05%	18.05%		
	- Interoffice Digital Channel				
	- The rates below apply for each two point channel section furnished between the Principal Central Office and the Serving Central Office.				
	- Transmission speed per channel				
	- 2.4 Kbps	18.05%	NA		
	- 4.8 Kbps	18.05%	NA		
	- 9.6 Kbps	18.05%	NA		
	- 56 Kbps	18.05%	NA		
	- Transmission speed per airline mile				
	- 2.4 Kbps	18.05%	NA		
	- 4.8 Kbps	18.05%	NA		
	- 9.6 Kbps	18.05%	NA		
	- 56 Kbps	18.05%	NA		
	- Multi-Station Arrangement				
	- A monthly charge per station applies when a Digital Data Service is arranged for multi-station operation				
	- Each station	18.05%	NA		
	- Move Charges				
	- When Local Distribution Channels are moved to a new location on the same premises, one-half the installation charge applies.				
	- When Local Distribution Channels are moved to a new location on a different premises, the installation charge applies.				
	HIGH CAPACITY (HICAP) DIGITAL DATA SERVICE				
	Rates and Charges				
	- 1.544 Mbps. HICAP Service				
	- Channel Termination				
	- Initial circuit				
	- each channel termination	18.05%	18.05%		
	- recurring 3-year term	18.05%	NA		
	- recurring 5-year term	18.05%	NA		
	- Each additional circuit (same two locations)				
	- each channel termination	18.05%	18.05%		
	- recurring 3-year term	18.05%	NA		
	- recurring 5-year term	18.05%	NA		
	- Channel Mileage				
	- Channel Mileage Facility				
	- per mile	18.05%	NA		
	- recurring 3-year term	18.05%	NA		
	- recurring 5-year term	18.05%	NA		
	- Channel Mileage Termination				
	- per termination	18.05%	NA		
	- recurring 3-year term	18.05%	NA		
	- recurring 5-year term	18.05%	NA		
	- Optional Features and Functions				
	- Central Office Multiplexing				
	- DS-1 to Voice/Digital	18.05%	NA		
	- recurring 3-year term	18.05%	NA		
	- recurring 5-year term	18.05%	NA		

Nevada		<u>VIRTUAL COLLOCATION QUOTE SHEET</u>		RATE	
COST ELEMENT		UNIT		NON-RECURRING	MONTHLY RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
Floor Space	Per Sq. Ft. of space used by CLEC				\$3.74
Floor Space- Eqpt Bay/Store C	Per Standard Equipment Bay				\$37.42
Floor Sp- Non Stand Bay/Store	Per Non-Standard Bay				\$67.36
<u>EQUIPMENT BAYS</u>					
Equipment Bay Standard	Per Standard Bay (CLEC Provides)				
Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)				
<u>COMMON SYSTEMS</u>					
Common Systems - Standard B	Per Standard Equipment Bay				\$26.02
Common Systems - Non-Stand	Per Non-Standard Bay				\$46.84
<u>POWER PROVISIONING</u>					
Power Engineering:					
ILEC-Vendor Engineering	Per Placement			\$552.00	
DC Power Engineering	Per Placement			\$744.36	
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)				
Power Cable and Infrastructure:					
Power Cable Rack Occupancy	Per Four Power Cables or Quad				\$1.05
20 Amp	Per Four Power Cables or Quad (CLEC Provides)				
40 Amp	Per Four Power Cables or Quad (CLEC Provides)				
50 Amp	Per Four Power Cables or Quad (CLEC Provides)				
Equipment Grounding:					
Ground Cable Placement	Per CLEC Equipment or Cabinet Bay				\$0.96
<u>POWER CONSUMPTION</u>					
DC Power Usage	Per Amp				\$15.12
<u>FIBER CABLE PLACEMENT</u>					
Fiber Cable Placement	Per Fiber Cable Sheath			\$2,710.21	\$11.78
Entrance Conduit	Per Fiber Cable Sheath				\$18.62
<u>SBC ACTIVITIES:</u>					
<u>ENGINEERING DESIGN</u>					
CO Survey					
<u>PROJECT MANAGEMENT</u>					
INITIAL					
Application Processing	Per CLEC Application			\$444.53	
Project Coordination	Per CLEC Application			\$3,289.31	

AUGMENT				
Application Processing	Per CLEC Application Augment		\$331.39	
Project Coordination	Per CLEC Application Augment		\$1,448.49	
			\$558.18	
<u>TIME SENSITIVE ACTIVITIES</u>				
<u>TRAINING</u>				
Communication Technician	Per 1/2 Hour		\$44.31	
C O Manager (LFO)	Per 1/2 Hour		\$30.71	
Power Engineer	Per 1/2 Hour		\$37.81	
Equipment Engineer	Per 1/2 Hour		\$37.81	
<u>EQUIPMENT MAINTENANCE COST</u>				
Communication Technician	Per 1/4 Hour		\$22.16	
<u>EQUIPMENT EVALUATION COST</u>				
Equipment Engineer	Per 1/2 Hour		\$37.81	
<u>CONSTRUCTION COORDINATION</u>				
Communication Technician	Per 1/2 Hour		\$44.31	
<u>TEST & ACCEPTANCE</u>				
Communication Technician	Per 1/2 Hour		\$44.31	
<u>INTERCONNECTION COSTS:</u>				
<u>ILEC TO CLEC CONNECTION</u>				
Route Design	Per Placement		\$1,133.02	
Cable Installation	Per Arrangement			
Voice Grade Arrangement	100 Copper Pairs		\$161.58	\$1.50
Rack - Voice Grade	100 Copper Pairs			\$2.62
Voice Grade Arrangement	100 Shielded Pairs		\$161.58	\$1.50
Rack - Voice Grade	100 Shielded Pairs			\$2.62
DS1 Arrangement - DCS	28 DS1		\$8,780.18	\$363.19
Rack - DS1 - DCS	28 DS1			\$1.31
DS1 Arrangement - DSX	28 DS1		\$437.96	\$4.08
Rack - DS1 - DSX	28 DS1			\$1.31
DS3 Arrangement - DCS	1 DS3		\$5,833.61	\$197.35
Rack - DS3 - DCS	1 DS3			\$0.86
DS3 Arrangement - DSX	1 DS3		\$154.94	\$1.44
Rack - DS3 - DSX	1 DS3			\$0.86
4 Fiber Jumper	per Placement		\$125.12	\$1.16
Fiber Raceway per 4 Fiber Jumper	Per Placement			\$8.85
Fiber Arrangement	12 Fiber Pairs			\$0.00
Fiber Racking per 24 Fiber Cable	Per Placement			\$0.00
<u>CLEC TO CLEC CONNECTION</u>				
Route Design	Per Placement		\$906.19	
Cable Installation	Per Placement (CLEC Installs)			
50 Pr Shielded Cable	Per Placement (CLEC Provides)			
Cable Rack per 50 pr Cable	Per Placement			\$0.54
DS-3 Coax Cable	Per Placement (CLEC Provides)			
Cable Rack Per DS-3	Per Placement			\$0.36
4 Fiber Jumper	Per Placement (CLEC Provides)			
Fiber Raceway per 4 Fiber Jumper	Per Placement			\$2.31

24 Fiber Cable	Per Placement (CLEC Provides)		
Fiber Racking per 24 Fiber Cab	Per Placement		\$1.08
4 Inch Conduit	Per Placement	\$2,225.00	\$20.71
MISCELLANEOUS COSTS			
Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	\$14.04	\$0.13
Bits Timing	Per two circuits	\$662.40	\$6.16

Nevada **CAGE**
QUOTE SHEET

			RATE	RATE
COST ELEMENT	UNIT		NON-RECURRING	MONTHLY RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:				
REAL ESTATE				
Site Conditioning	Per Sq. Ft. of space used by CLEC		\$28.15	
Safety & Security	Per Sq. Ft. of space used by CLEC		\$41.88	
Floor Space Usage	Per Sq. Ft. of space used by CLEC			\$7.80
COMMON SYSTEMS				
Common Systems - Cage	Per Sq. Ft. of space used by CLEC		\$102.64	\$0.96
POWER PROVISIONING				
Power Engineering:				
ILEC-Vendor Engineering	Per Placement		\$552.00	
DC Power Engineering	Per Placement		\$744.36	
Power Panel:				
50 Amp	Per Power Panel (CLEC Provides)		\$0.00	
200 Amp	Per Power Panel (CLEC Provides)		\$0.00	
Power Cable and Infrastructure:				
Power Cable Rack	Per Four Power Cables or Quad		\$35.01	\$0.33
20 Amp	Per Four Power Cables or Quad (Clec		\$0.00	
40 Amp	Per Four Power Cables or Quad (Clec		\$0.00	
50 Amp	Per Four Power Cables or Quad (Clec		\$0.00	
100 Amp	Per Four Power Cables or Quad (Clec		\$0.00	
200 Amp	Per Four Power Cables or Quad (Clec		\$0.00	
Equipment Grounding:				
Ground Cable Placement	Per Standard or Non-Standard Equip.		\$29.04	\$0.27
POWER CONSUMPTION (Including HVAC)				
20 Amps	Per 20 Amps			\$389.92
40 Amps	Per 40 Amps			\$779.84
50 Amps	Per 50 Amps			\$974.80
100 Amps	Per 100 Amps			\$1,597.29
200 Amps	Per 200 Amps			\$3,194.57
400 Amps	Per 400 Amps			\$6,389.15
FIBER CABLE PLACEMENT				
Central Office:				
Fiber Cable	Per Fiber Cable Sheath (CLEC provid		\$900.39	\$19.10
Entrance Conduit	Per Fiber Cable Sheath			\$18.62
MISCELLANEOUS & OPTIONAL COST:				

MISCELLANEOUS COSTS				
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair		\$14.04	\$0.04
Bits Timing	Per two circuits		\$662.40	\$1.79
Space Availability Report	Per Premise		\$107.94	
Security Access / ID Cards	Per Card		\$29.26	
ID Card	Per Card		\$0.00	
Cage Prep Costs				
Vendor Layout & Coord.	Per CLEC Cage		\$475.82	
AC Circuits to Cage	Per CLEC Cage		\$527.76	
Cage Fencing Placement	Per Linear Foot Cage Enclosure (CLEC Provides)		\$0.00	
Cage Fencing Removal	Per Linear Foot Removed (CLEC Provides)		\$0.00	
Cage Fencing Relocation	Per Linear Foot Relocated (CLEC Provides)		\$0.00	
Cage Door & Lock	Each (CLEC Provides)		\$0.00	
Backboard	Each (CLEC Provides)		\$0.00	
Signage	Each (CLEC Provides)		\$0.00	
Overhead light	Each (CLEC Provides)		\$0.00	
AC Electrical Outlet	Each (CLEC Provides)		\$0.00	
INTERCONNECTION COSTS:				
ILEC TO CLEC CONNECTION				
Route Design	Per Application		\$1,133.02	
Installation	Per Cable (CLEC Installs Cable)		\$0.00	
Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)		\$161.58	\$5.35
Rack - Voice Grade	100 Copper Pairs			\$2.62
Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)		\$161.58	\$5.35
Rack - Voice Grade	100 Shielded Pairs			\$2.62
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)		\$8,780.18	\$363.19
Rack - DS1 - DCS	28 DS1			\$1.31
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)		\$437.96	\$4.08
Rack - DS1 - DSX	28 DS1			\$1.31
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)		\$5,833.61	\$197.35
Rack - DS3 - DCS	1 DS3			\$0.86
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)		\$154.94	\$1.44
Rack - DS3 - DSX	1 DS3			\$0.86
			\$0.00	
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)		\$250.23	\$8.28
Fiber Racking per 24 Fiber Cables	Per Placement			\$2.08
CLEC TO CLEC CONNECTION				
Route Design	Per Placement		\$858.58	
Cable Installation	Per Placement (CLEC Installs Cable)			
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)			\$0.36
Cable Rack per 50 pr Cable	Per Placement			
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)			\$0.23
Cable Rack Per DS-3	Per Placement			
4 Fiber Jumper	Per Placement (CLEC Provides Cable)			
Fiber Raceway per 4 Fiber Jumpers	Per Placement			\$1.51

24 Fiber Cable	Per Placement (CLEC Provides Cable)		
Fiber Racking per 24 Fiber Cab	Per Placement		\$0.71
4 Inch Conduit	Per Placement (CLEC Provides)		
SBC ACTIVITIES:			
ENGINEERING DESIGN			
CO Survey and			
Collocation Area Implementatio	Per Sq. Ft. of space used by CLEC		\$16.09
PROJECT MANAGEMENT			
INITIAL			
Application Processing	Per CLEC Application		\$803.00
Project Coordination	Per CLEC Application		\$2,644.11
AUGMENT			
Application Processing	Per CLEC Application Augment		\$538.64
Project Coordination	Per CLEC Application Augment		\$1,448.49

TIME SENSITIVE ACTIVITIES			
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour		\$20.55
Com. Tech. -Craft	Per 1/4 hour		\$22.16
C.O. Mgr. -1 Lv	Per 1/4 hour		\$15.36
Floor Space planner 1 Lv	Per 1/4 hour		\$18.90
Project Mgr. -1 Lv	Per 1/4 hour		\$18.90
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour		\$20.55

Nevada		CAGELESS QUOTE SHEET	
		RATE	RATE
		NON- RECURRING	MONTHLY RECURRING
COST ELEMENT	UNIT		
SBC-PROVISIONED FACILITIES & EQUIPMENT:			
REAL ESTATE			
Site Conditioning	Per Sq. Ft. of space used by CLEC	\$28.15	
Safety & Security	Per Sq. Ft. of space used by CLEC	\$41.88	
Floor Space Usage	Per Sq. Ft. of space used by CLEC		\$7.80
COMMON SYSTEMS			
Common Systems - Cageless	Per Sq. Ft. of space used by CLEC	\$131.03	\$1.22
POWER PROVISIONING			
Power Engineering:			
ILEC-Vendor Engineering	Per Placement	\$552.00	
DC Power Engineering	Per Placement	\$744.36	
Power Panel:			
50 Amp	Per Power Panel (CLEC Provides)	\$0.00	
200 Amp	Per Power Panel (CLEC Provides)	\$0.00	
Power Cable and Infrastructure:			
Power Cable Rack	Per Four Power Cables or Quad	\$35.01	\$0.33
20 Amp	Per Four Power Cables or Quad	\$0.00	
40 Amp	Per Four Power Cables or Quad	\$0.00	

50 Amp	Per Four Power Cables or Quad		\$0.00	
100 Amp	Per Four Power Cables or Quad		\$0.00	
200 Amp	Per Four Power Cables or Quad		\$0.00	
Equipment Grounding:				
Ground Cable Placement	Per Standard or Non-Standard Equip.		\$29.04	\$0.27
POWER CONSUMPTION (Including HVAC)				
20 Amps	Per 20 Amps			\$389.92
40 Amps	Per 40 Amps			\$779.84
50 Amps	Per 50 Amps			\$974.80
100 Amps	Per 100 Amps			\$1,597.29
200 Amps	Per 200 Amps			\$3,194.57
400 Amps	Per 400 Amps			\$6,389.15
FIBER CABLE PLACEMENT				
Central Office:				
Fiber Cable	Per Fiber Cable Sheath (CLEC Provided)		\$900.39	\$19.10
Entrance Conduit	Per Fiber Cable Sheath			\$18.62
MISCELLANEOUS & OPTIONAL COST:				
MISCELLANEOUS COSTS				
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair		\$14.04	\$0.04
Bits Timing	Per two circuits		\$662.40	\$1.79
Space Availability Report	Per Premise		\$107.94	
Security Access / ID Cards	Per Card		\$29.26	
ID Card	Per Card		\$0.00	
CAGELESS / POT BAY OPTIONS				
AC Circuits to cageless Bay	Per Arrangement		\$306.83	
Equipment Bay	CLEC Provided			
Non Standard Bay	CLEC Provided			
VF/DS0 Termination Panel	CLEC Provided			
VF/DS0 Termination Module	CLEC Provided			
DDP-1 Panel	CLEC Provided			
DDP-1 Jack Access Card	CLEC Provided			
DS3/STS-1 Interconnect Panel	CLEC Provided			
DS3 Interconnect Module	CLEC Provided			
Fiber Optic Splitter Panel	CLEC Provided			
Fiber Termination Dual Module	CLEC Provided			
INTERCONNECTION COSTS:				
ILEC TO CLEC CONNECTION				
Route Design	Per Application		\$1,133.02	
Installation	Per Cable (CLEC Installs Cable)		\$0.00	
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)		\$161.58	\$5.35
Rack - Voice Grade	100 Copper Pairs			\$2.62
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)		\$161.58	\$5.35
Rack - Voice Grade	100 Shielded Pairs			\$2.62
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)		\$8,780.18	\$363.19

Rack - DS1 - DCS	28 DS1			\$1.31
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)		\$437.96	\$4.08
Rack - DS1 - DSX	28 DS1			\$1.31
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)		\$5,833.61	\$197.35
Rack - DS3 - DCS	1 DS3			\$0.86
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)		\$154.94	\$1.44
Rack - DS3 - DSX	1 DS3			\$0.86
			\$0.00	
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)		\$250.23	\$8.28
Fiber Racking per 24 Fiber Cab	Per Placement			\$2.08

CLEC TO CLEC CONNECTION				
Route Design	Per Placement		\$858.58	
Cable Installation	Per Placement (CLEC Installs)			
50 Pr Shielded Cable	Per Placement (CLEC Provides)			\$0.36
Cable Rack per 50 pr Cable	Per Placement			
DS-3 Coax Cable	Per Placement (CLEC Provides)			\$0.23
Cable Rack Per DS-3	Per Placement			
4 Fiber Jumper	Per Placement (CLEC Provides)			\$1.51
Fiber Raceway per 4 Fiber Jum	Per Placement			
24 Fiber Cable	Per Placement (CLEC Proviides)			
Fiber Racking per 24 Fiber Cab	Per Placement			\$0.71
4 Inch Conduit	Per Placement (CLEC Provides)			

SBC ACTIVITIES:				
ENGINEERING DESIGN				
CO Survey and				
Collocation Area Implementation	Per Sq. Ft. of space used by CLEC		\$16.09	

PROJECT MANAGEMENT				
INITIAL				
Application Processing	Per CLEC Application		\$803.00	
Project Coordination	Per CLEC Application		\$2,644.11	
AUGMENT				
Application Processing	Per CLEC Application Augment		\$538.64	
Project Coordination	Per CLEC Application Augment		\$1,448.49	

TIME SENSITIVE ACTIVITIES				
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour		\$20.55	
Com. Tech. -Craft	Per 1/4 hour		\$22.16	
C.O. Mgr. -1 Lv	Per 1/4 hour		\$15.36	
Floor Space planner 1 Lv	Per 1/4 hour		\$18.90	
Project Mgr. -1 Lv	Per 1/4 hour		\$18.90	
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour		\$20.55	

Nevada

ADJACENT STRUCTURE

COST SUMMARY

NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure

			RATE	RATE
COST ELEMENT	UNIT		NON-RECURRING	MONTHLY RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>				
<u>REAL ESTATE</u>				
Floor Space Usage	Per Sq. Ft. of land used by CLEC			\$0.08
<u>CONDUIT PLACEMENT</u>				
Co to Adjacent Structure	Per Linear Foot per 7 Ducts		\$294.77	
Set Up and Wall Coring	Per Placement		\$5,482.46	
<u>DC POWER PROVISIONING</u>				
Power Engineering:				
DC Power Engineering	Per Placement		\$744.36	
50 Amp DC Power Extension				
50 Amp Power Panel	Per Power Panel (CLEC Provides)		\$0.00	
ILEC-Vendor Engineering	Per Four Power Cables (quad)		\$5,464.80	
50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)		\$0.00	
200 Amp DC Power Extension				
200 Amp Power Panel	Per Power Panel (CLEC Provides)		\$0.00	
ILEC-Vendor Engineering	Per Four Power Cables (quad)		\$5,464.80	
200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)			
<u>DC POWER CONSUMPTION</u>				
20 Amps	Per 20 Amps			\$249.57
40 Amps	Per 40 Amps			\$499.14
50 Amps	Per 50 Amps			\$623.93
100 Amps	Per 100 Amps			\$1,247.86
200 Amps	Per 200 Amps			\$2,495.72
<u>AC POWER PROVISIONING</u>				
100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)			
AC Power	Per KWH			\$0.08
<u>SBC ACTIVITIES:</u>				
<u>ENGINEERING DESIGN</u>				
CO Site Survey			\$2,654.84	
<u>PROJECT MANAGEMENT</u>				
INITIAL				
Application Processing	Per CLEC Application		\$651.77	
Project Coordination	Per CLEC Application		\$4,969.78	
AUGMENT				
Application Processing	Per CLEC Application Augment		\$538.64	
Project Coordination	Per CLEC Application Augment		\$2,337.62	
<u>OPTIONAL COST:</u>				
<u>FIBER CABLE PLACEMENT</u>				
Fiber Cable Engineering	Per Placement		\$779.18	
Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC Provides)		\$0.00	\$5.85
Innerduct Placement	Per Linear Foot		\$1.32	
<u>INTERCONNECTION COSTS:</u>				

INTERCONNECTION EXTENSION			
VG, DS0 & DS1 Extension (50 Pair Copper Cable)	Per Linear Foot (Clec Provides Cable)		
VG, DS0 & DS1 Extension (50 Pair Shielded Cable)	Per Linear Foot (Clec Provides Cable)		
DS3 Extension - 1 DS3 (Coax Cable)	Per Linear Foot (Clec Provides Cable)		
Optical Extension (4 Fiber Jumper)	Per Linear Foot (Clec Provides Cable)		
INTERCONNECTION COSTS: ILEC TO CLEC CONNECTION			
Route Design	Per Application		\$1,133.02
Installation	Per Cable (CLEC Installs)		\$0.00
Voice Grade Arrangement Rack - Voice Grade	100 Copper Pairs (CLEC Provides Ca)		\$161.58
	100 Copper Pairs		\$2.62
Voice Grade Arrangement Rack - Voice Grade	100 Shielded Pairs (CLEC Provides C		\$161.58
	100 Shielded Pairs		\$2.62
DS1 Arrangement - DCS Rack - DS1 - DCS	28 DS1 (CLEC Provides Cable)		\$8,780.18
	28 DS1		\$1.31
DS1 Arrangement - DSX Rack - DS1 - DSX	28 DS1 (CLEC Provides Cable)		\$437.96
	28 DS1		\$1.31
DS3 Arrangement - DCS Rack - DS3 - DCS	1 DS3 (CLEC Provides Cable)		\$5,833.61
	1 DS3		\$0.86
DS3 Arrangement - DSX Rack - DS3 - DSX	1 DS3 (CLEC Provides Cable)		\$154.94
	1 DS3		\$0.86
			\$0.00
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)		\$250.23
Fiber Racking per 24 Fiber Cab	Per Placement		\$2.08
CLEC TO CLEC CONNECTION			
Route Design	Per Placement		\$858.58
Cable Installation	Per Placement (CLEC Installs)		
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)		\$0.00
Cable Rack per 50 pr Cable	Per Placement		\$0.36
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)		\$0.00
Cable Rack Per DS-3	Per Placement		\$0.23
4 Fiber Jumper	Per Placement (CLEC Provides Cable)		\$0.00
Fiber Raceway per 4 Fiber Jum	Per Placement		\$1.51
24 Fiber Cable	Per Placement (CLEC Provides Cable)		\$0.00
Fiber Racking per 24 Fiber Cab	Per Placement		\$0.71
4 Inch Conduit	Per Placement (CLEC Provided)		\$0.00

TIME SENSITIVE ACTIVITIES			
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour		\$20.55
Com. Tech. -Craft	Per 1/4 hour		\$22.16
C.O. Mgr. -1 Lv	Per 1/4 hour		\$15.36

	Floor Space planner 1 Lv	Per 1/4 hour		\$18.90	
	Project Mgr. -1 Lv	Per 1/4 hour		\$18.90	
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour		\$20.55	

Nevada Supplemental Non-Recurring Charges

03/22/01

	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
LOOPS								
2-Wire Basic - Initial (Manual/Fax - Simple)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Initial (CESAR/LEX - Simple)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Additional (Manual/Fax - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire Basic - Additional (CESAR/LEX - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire Basic - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
4-Wire Basic - Initial (Manual/Fax - Simple)	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Initial (CESAR/LEX - Simple)	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Additional (Manual/Fax - Simple)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire Basic - Additional (CESAR/LEX - Simple)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire Basic - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
5db Cond. (Assured) - Initial (Manual/Fax - Simple)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
5db Cond. (Assured) - Initial (CESAR/LEX - Simple)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
5db Cond. (Assured) - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
5db Cond. (Assured) - Additional (Manual/Fax - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
5db Cond. (Assured) - Additional (CESAR/LEX - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
5db Cond. (Assured) - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
4-Wire Digital Copper - Initial (Manual/Fax - Complex)	\$63.06	\$49.90	\$53.09	\$47.50	\$104.59	\$13.44	\$0.00	\$0.00
4-Wire Digital Copper - Initial (CESAR/LEX - Complex)	\$35.09	\$21.57	\$24.00	\$19.61	\$104.59	\$13.44	\$0.00	\$0.00
4-Wire Digital Copper - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$104.59	\$13.44	\$0.00	\$0.00
4-Wire Digital Copper - Additional (Manual/Fax - Complex)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
4-Wire Digital Copper - Additional (CESAR/LEX - Complex)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
4-Wire Digital Copper - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
4-Wire Digital Fiber - Initial (Manual/Fax - Complex)	\$63.06	\$49.90	\$53.09	\$47.50	\$108.56	\$17.38	\$0.00	\$0.00
4-Wire Digital Fiber - Initial (CESAR/LEX - Complex)	\$35.09	\$21.57	\$24.00	\$19.61	\$108.56	\$17.38	\$0.00	\$0.00
4-Wire Digital Fiber - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$108.56	\$17.38	\$0.00	\$0.00
4-Wire Digital Fiber - Additional (Manual/Fax - Complex)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
4-Wire Digital Fiber - Additional (CESAR/LEX - Complex)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
4-Wire Digital Fiber - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DS3 Loop - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00

Nevada Supplemental Non-Recurring Charges

03/22/01

	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DSL CAPABLE LOOPS								
2-Wire Dig. ISDN/IDSL - Initial (Manual/Fax - Simple)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire Dig. ISDN/IDSL - Initial (CESAR/LEX - Simple)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire Dig. ISDN/IDSL - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire Dig. ISDN/IDSL - Add. (Manual/Fax - Simple)	\$3.69	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
2-Wire Dig. ISDN/IDSL - Add. (CESAR/LEX - Simple)	\$3.69	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
2-Wire Dig. ISDN/IDSL - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
2-Wire xDSL Loop - Initial (Manual/Fax - Simple)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire xDSL Loop - Initial (CESAR/LEX - Simple)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire xDSL Loop - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire xDSL Loop - Add. (Manual/Fax - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire xDSL Loop - Add. (CESAR/LEX - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire xDSL Loop - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
4-Wire xDSL Loop - Initial (Manual/Fax - Simple)	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire xDSL Loop - Initial (CESAR/LEX - Simple)	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire xDSL Loop - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire xDSL Loop - Add. (Manual/Fax - Simple)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire xDSL Loop - Add. (CESAR/LEX - Simple)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire xDSL Loop - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
NETWORK INTERFACE DEVICE								
NID to NID Crossconnect - Simple (Manual/Fax)	\$46.53	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Simple (CESAR/LEX)	\$17.73	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Simple (Mechanized)	\$0.16	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (Manual/Fax)	\$46.53	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (CESAR/LEX)	\$17.73	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (Mechanized)	\$0.16	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (Manual/Fax)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (CESAR/LEX)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
CROSS CONNECTS TO COLLOCATION CAGE								
Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Nevada Supplemental Non-Recurring Charges

03/22/01

	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PORTS								
2-Wire Basic Port - Initial (Manual/Fax - Simple)	\$51.55	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
2-Wire Basic Port - Initial (CESAR/LEX - Simple)	\$23.84	\$20.03	\$20.43	\$13.96	\$7.82	\$4.09	\$0.04	\$0.00
2-Wire Basic Port - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.82	\$4.09	\$0.04	\$0.00
2-Wire Basic Port - Additional (Manual/Fax - Simple)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
2-Wire Basic Port - Additional (CESAR/LEX - Simple)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
2-Wire Basic Port - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
Centrex Port - Initial (Manual/Fax - Simple)	\$69.67	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
Centrex Port - Initial (CESAR/LEX - Simple)	\$41.96	\$20.03	\$20.03	\$11.33	\$7.82	\$4.09	\$0.04	\$0.00
Centrex Port - Initial (Mechanized)	\$0.49	\$0.49	\$0.49	\$0.49	\$7.82	\$4.09	\$0.04	\$0.00
Centrex Port - Additional (Manual/Fax - Simple)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
Centrex Port - Additional (CESAR/LEX - Simple)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
Centrex Port - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
Centrex System Establishment	\$0.00	\$0.00	\$0.00	\$0.00	\$26.72	\$15.61	\$26.72	\$0.00
ISDN BRI Port - Initial (Manual/Fax - Complex)	\$69.67	\$47.74	\$47.74	\$41.67	\$19.50	\$11.69	\$0.04	\$0.00
ISDN BRI Port - Initial (CESAR/LEX - Complex)	\$41.96	\$20.03	\$20.03	\$11.33	\$19.50	\$11.69	\$0.04	\$0.00
ISDN BRI Port - Initial (Mechanized)	\$0.49	\$0.49	\$0.49	\$0.49	\$19.50	\$11.69	\$0.04	\$0.00
ISDN BRI Port - Additional (Manual/Fax - Complex)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN BRI Port - Additional (CESAR/LEX - Complex)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN BRI Port - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
Analog DID Port - Initial (Manual/Fax - Complex)	\$69.67	\$47.74	\$47.74	\$41.67	\$20.03	\$11.73	\$0.04	\$0.00
Analog DID Port - Initial (CESAR/LEX - Complex)	\$41.96	\$20.03	\$20.03	\$11.33	\$20.03	\$11.73	\$0.04	\$0.00
Analog DID Port - Initial (Mechanized)	\$0.49	\$0.49	\$0.49	\$0.49	\$20.03	\$11.73	\$0.04	\$0.00

Nevada Supplemental Non-Recurring Charges

03/22/01

	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Analog DID Port - Additional (Manual/Fax - Complex)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
Analog DID Port - Additional (CESAR/LEX - Complex)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
Analog DID Port - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID Number Block - (Manual/Fax - Complex)	\$69.67	\$47.74	\$47.74	\$41.67	\$27.71	\$18.22	\$0.00	\$0.00
DID Number Block - (CESAR/LEX - Complex)	\$41.96	\$20.03	\$20.03	\$11.33	\$27.71	\$18.22	\$0.00	\$0.00
DID Number Block - (Mechanized)	\$0.49	\$0.49	\$0.49	\$0.49	\$27.71	\$18.22	\$0.00	\$0.00
VERTICAL FEATURES								
Custom Calling Features - Initial (Manual/Fax - Simple)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custom Calling Features - Initial (CESAR/LEX - Simple)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custom Calling Features - Initial (Mechanized)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custom Calling Features - Add. (Manual/Fax - Simple)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custom Calling Features - Add. (CESAR/LEX - Simple)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custom Calling Features - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BASIC SWITCHING								
End Office Dedicated (DS1) - Init. (Manual/Fax - Comp.)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.90	\$31.26	\$0.00	\$0.00
End Office Dedicated (DS1) - Init. (CESAR/LEX - Comp.)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.90	\$31.26	\$0.00	\$0.00
End Office Dedicated (DS1) - Init. (Mechanized)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.90	\$31.26	\$0.00	\$0.00
End Office Dedicated (DS1) - Add. (Manual/Fax - Comp.)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
End Office Dedicated (DS1) - Add. (CESAR/LEX - Comp.)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
End Office Dedicated (DS1) - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
Tandem Termination (DS1) - Init. (Manual/Fax - Comp.)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.69	\$30.23	\$0.00	\$0.00
Tandem Termination (DS1) - Init. (CESAR/LEX - Comp.)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.69	\$30.23	\$0.00	\$0.00
Tandem Termination (DS1) - Init. (Mechanized)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.69	\$30.23	\$0.00	\$0.00
Tandem Termination (DS1) - Add. (Manual/Fax - Comp.)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
Tandem Termination (DS1) - Add. (CESAR/LEX - Comp.)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
Tandem Termination (DS1) - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
Switching Establishment	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INTEROFFICE TRANSMISSION								
Dedicated Transport								
Entrance Facilities								
Voice Grade - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$21.85	\$7.56	\$0.00	\$0.00
Voice Grade - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$21.85	\$7.56	\$0.00	\$0.00
Voice Grade - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$21.85	\$7.56	\$0.00	\$0.00

Nevada Supplemental Non-Recurring Charges

03/22/01

	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Voice Grade - Add. (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
Voice Grade - Add. (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
Voice Grade - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
DS1 - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS3 W/Equipment - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 W/Equipment - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 W/Equipment - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 W/Equipment - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 W/Equipment - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 W/Equipment- Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 W/O Equipment - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$69.10	\$44.79	\$0.00	\$0.00
DS3 W/O Equipment - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$69.10	\$44.79	\$0.00	\$0.00
DS3 W/O Equipment - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$69.10	\$44.79	\$0.00	\$0.00
DS3 W/O Equipment - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 W/O Equipment - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 W/O Equipment- Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
Dedicated Transport								
Voice Grade - Initial (Manual/Fax - Complex)	\$72.75	\$44.91	\$0.00	\$42.48	\$62.05	\$20.05	\$0.00	\$0.00
Voice Grade - Initial (CESAR/LEX - Complex)	\$46.65	\$18.81	\$0.00	\$14.77	\$62.05	\$20.05	\$0.00	\$0.00
Voice Grade - Initial (Mechanized)	\$0.73	\$0.73	\$0.00	\$0.00	\$62.05	\$20.05	\$0.00	\$0.00
Voice Grade - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
Voice Grade - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
Voice Grade - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
DS1 - Initial (Manual/Fax - Complex)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.62	\$35.81	\$0.00	\$0.00
DS1 - Initial (CESAR/LEX - Complex)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.62	\$35.81	\$0.00	\$0.00
DS1 - Initial (Mechanized)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.62	\$35.81	\$0.00	\$0.00
DS1 - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DS1 - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DS1 - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DS3 - Initial (Manual/Fax - Complex)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.25	\$35.81	\$0.00	\$0.00
DS3 - Initial (CESAR/LEX - Complex)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.25	\$35.81	\$0.00	\$0.00

Nevada Supplemental Non-Recurring Charges

03/22/01

	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DS3 - Initial (Mechanized)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.25	\$35.81	\$0.00	\$0.00
DS3 - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DS3 - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DS3 - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
Dedicated Transport Cross Connects								
2-Wire Voice Grade - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-Wire Voice Grade - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-Wire Voice Grade - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-Wire Voice Grade - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire Voice Grade - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire Voice Grade - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire Voice Grade - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire Voice Grade - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MULTIPLEXING								
DS1/DS0 (CESAR/LEX - Simple)	\$4.05	\$4.05	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
DS1/DS0 (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
DS3/DS1 (CESAR/LEX - Simple)	\$4.05	\$4.05	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
DS3/DS1 (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
SIGNALING SYSTEM 7 (SS7)								
STP Port - Initial (CESAR/LEX - Complex)	\$41.96	\$20.03	\$20.03	\$11.33	\$123.34	\$43.73	\$0.00	\$0.00
SS7 Link - Initial (CESAR/LEX - Complex)	\$35.09	\$21.57	\$24.00	\$19.61	\$0.00	\$0.00	\$0.00	\$0.00

**Nevada Bell Telephone Company
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

**AMENDMENT TO
THE INTERCONNECTION AGREEMENTS
BY AND BETWEEN
SBC TELECOMMUNICATIONS, INC.
AND
CHARTER FIBERLINK NV-CCVII, LLC**

This Amendment Superseding and Supplementing Certain 911 Trunking Terms (Amendment) is applicable to the Interconnection Agreements ("Agreements"), in effect as of the date of execution of this Amendment, between 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 Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (collectively the ILEC) and Charter Fiberlink NV-CCVII, LLC (collectively the "CLEC") in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties."

The Parties agree that the terms of this Amendment set forth in Paragraphs 1-6 *infra* will act to supersede, supplement, amend and modify, as appropriate, the applicable provisions contained in the Agreements:

1. The Parties agree that CLEC shall not be required to establish 911 trunking or interconnection to ILEC's 911 Selective Routers in rate centers where CLEC does not originate local (dial tone) traffic for its customers ("Non-Dial Tone Rate Centers").
2. CLEC shall identify such Non-Dial Tone Rate Centers when completing the "CLEC to SBC Network Information Sheet" ("NIS") and ILEC specifically agrees that no other notification shall be required of CLEC.
3. ILEC shall not be required to provide 911 services for those Non-Dial Tone Rate Centers designated by CLEC on a NIS.
4. CLEC agrees that it will not originate dial tone service for its customers in such Non-Dial Tone Rate Centers until 911 connectivity has been established pursuant to the requirements of this Agreement and Applicable Law.
5. CLEC acknowledges that, if CLEC wishes to begin offering originating dial tone service in a Non-Dial Tone Rate Center, the establishment of 911 connectivity for these existing rate centers shall be subject to the same intervals for establishing 911 connectivity that are applicable to new rate centers.

6. When CLEC designates a rate center as a Non-Dial Tone Rate Center, CLEC agrees to indemnify ILEC, in accordance with the requirements of the applicable Agreement, for any 911 claims made by CLEC's customers in that Non-Dial Tone Rate Center arising from CLEC's decision not to interconnect with ILEC's 911 Selective Routers in that Non-Dial Tone Rate Center.

In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 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); the FCC's Triennial Review Order, adopted on February 20, 2003; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); and/or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law").

Except as modified by this Amendment, all other terms and conditions of the Agreements shall remain unchanged and in full force and effect. In the event of any conflict between the terms of any of the Agreements and the terms of this Amendment, the Parties agree that the terms of this Amendment shall control.

This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective upon approval by such Commission, however the Parties agree that ILEC shall begin processing CLEC's NIS requests for Non-Dial Tone Rate Centers upon execution of this Amendment by both Parties.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on the _____ day of _____, 2003, by ILEC, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Charter Fiberlink NV-CCVII, LLC

**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 and
Southwestern Bell Telephone, L.P. d/b/a SBC
Arkansas, SBC Kansas, SBC Missouri, SBC
Oklahoma and/or SBC Texas, and Wisconsin
Bell, Inc. d/b/a SBC Wisconsin by AT&T
Operations, Inc., its authorized agent**

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: _____

Date: _____

Date: _____

**AMENDMENT
SUPERSEDING CERTAIN RECIPROCAL COMPENSATION,
INTERCONNECTION AND TRUNKING TERMS**

This Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms (Amendment) is applicable to this and any future Interconnection Agreement between 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, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, and Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas or Wisconsin and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter "ILEC") in the above listed states and Charter Fiberlink NV-CCVII, LLC and any of its future affiliates or subsidiaries which are a Certified Local Exchange Carrier (hereinafter "CLEC") in: California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut through the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" (MFN) rights. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, ILEC and CLEC entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that was approved by the state commission (the "ICA"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio or Connecticut the Parties wish to amend, modify and supersede certain compensation, interconnection and trunking provisions of the ICAs that are addressed in this Amendment and also incorporate the terms of this Amendment in future interconnection agreements between the Parties in such states through the Termination Date; and

WHEREAS, the Parties wish to establish rates, terms and conditions for the exchange of ISP-bound, Section 251(b)(5) and other compensable traffic including, but not limited to, compensable traffic that originates from or terminates to an CLEC end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to CLEC by ILEC on a non-resale, wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching); and

WHEREAS, the Parties agree that they can identify ISP-bound traffic through the use of billing and other technical information rather than by means of the ratio set forth in the FCC's ISP Remand Order; and

WHEREAS, the Parties have exchanged traffic studies identifying the amount of ISP-bound traffic terminated by each of the Parties.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The term of this Amendment shall commence on April 1, 2005¹ ("Effective Date") and shall continue until June 30, 2007. Thereafter, this Amendment will remain in full force and effect unless terminated by either Party by providing at least thirty (30) days' written notice to the other Party (collectively, the "Termination Date").
 - 1.1 The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in this ICA. This Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future interconnection agreement between the Parties through the Termination Date whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights. Any inconsistencies between the provisions of this Amendment and other provisions of the current ICA or future interconnection agreements described above, through the Termination Date, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties. Provided, however, if the underlying ICA or interconnection agreement expires sooner than the Termination Date, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICA or interconnection agreement, but instead, the Amendment will be incorporated into any successor interconnection agreement between the Parties through the Termination Date.
2. Except as provided in Section 3 below, during the term of this Amendment period, April 1, 2005 through the Termination Date, the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and

¹ Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt the Parties' ICA and this Amendment pursuant to Section 252(i) of the Act ("Adopting CLEC") after April 1, 2005, it is SBC's position that such adopting CLEC shall only be entitled to receive the rates, terms and conditions as set forth in this amendment prospectively beginning from the date that the MFN provisions become effective between ILEC and the Adopting CLEC, following the date the applicable public utilities commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). It is further SBC's position that an Adopting CLEC is not entitled to the application of the rates, terms and conditions under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

conditions to those stated in this Amendment. If, during the term of this Amendment, CLEC adopts another agreement pursuant to Section 252(i), it must amend the adopted interconnection agreement with this Amendment. Such Amendment shall be filed with the state Commission at the same time that the MFN agreement is filed so that this Amendment will apply uninterrupted from April 1, 2005 through the Termination Date. If the ILECs have voluntarily entered into an interconnection agreement which is applicable to the thirteen-state region as a whole, CLEC or its Affiliate(s) may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions of such agreement in its entirety provided that the agreement is otherwise available for adoption. This waiver includes, but is not limited to, any material sale of CLEC's assets, in which case CLEC shall obtain the purchaser's consent to be bound by the reciprocal compensation terms and conditions set forth herein.

3. Notwithstanding the provisions of Sections 2 or 18 or anything else herein, during the period from April 1, 2005 through the Termination Date, the Parties waive any rights they may have under the Intervening/Change of Law provisions, of the Parties' ICAs in effect during the term of this Amendment with respect to any intercarrier compensation, POIs or trunking requirements that are subject to this Amendment; provided, however, that if an FCC order related to intercarrier compensation becomes effective after the Effective Date of this Amendment, including, without limitation, orders issued in CC Docket 96-98, the FCC's rulemaking in *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 0192, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) and/or *In the Matter of IP Enabled Services*, WC Docket 04-36, the affected provisions of this Amendment relating to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s), provided, however, that the rates, terms and conditions ultimately ordered by a state commission in the complaint proceeding or negotiated by the Parties during the dispute resolution process shall be retroactive to the effective date of the Written Request following such FCC Order. Except as set forth in this Section 3 with respect to the to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs and trunking requirements provisions , during the time period from Effective Date through and including the Termination Date, each Party shall have full intervening law rights under this Amendment (as set forth in

Section 17.5 below) and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 3.

4. **POI Requirements**

- 4.1. In order to qualify for receipt of compensation for Virtual FX traffic as defined in Section 13.2 of this Amendment at the rates provided in the Rate Schedule, attached hereto and made a part hereof as Exhibit A, CLEC must achieve and maintain the minimum points of interconnection and trunk engineering guidelines set forth in Sections 4. through 6. of this Amendment.
- 4.2. Compliance with the provisions of this Amendment shall be on a local calling area by local calling area basis, which means that CLEC's eligibility to receive reciprocal compensation for Virtual FX traffic as defined in Section 13.2 of this Amendment shall not be restricted except for the particular local calling area for the same period during which it is not in compliance with Sections 4. through 6. of this Amendment.
- 4.3. CLEC will exert commercially reasonable efforts in each ILEC state to establish a physical POI in each mandatory local calling area in which it has listed telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG) or from where CLEC ports telephone numbers listed in the LERG by other local exchange carriers (including ILEC companies).
 - 4.3.1. In California, Nevada, Connecticut, Michigan, Ohio, Indiana, Illinois and Wisconsin, the Parties agree that Section 4. is satisfied, as to all sub-tending end offices and rate centers in which CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate local or access tandem serving, or at any mutually agreed end office within, the rate center.
 - 4.3.2. In Arkansas, Missouri, Kansas, Oklahoma and Texas, the Parties agree that Section 4. is satisfied, as to all sub-tending end offices and rate centers where CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate tandem, if applicable, or any mutually agreed end office within, the local exchange area.

- 4.4. When establishing a POI required under Section 4. of this Amendment, the Parties agree:
- 4.4.1. CLEC may utilize existing interconnection arrangements at existing POIs, including the mid-span fiber meet architecture in service or being currently jointly planned; or
 - 4.4.2. CLEC may utilize its collocation facilities in end offices or local tandems within the local calling area or tandem serving area, including, but not limited to fiber cable handoffs. Where CLEC has spare fiber cable in an existing collocation space, CLEC may establish interconnection by terminating such fiber cable to an ILEC fiber optic terminal (FOT). This fiber cable handoff from CLEC's collocation facility to an ILEC FOT shall be in accordance with the applicable collocation provisions in the ICA, interconnection agreement or state tariff. If there are no provisions in the ICA, interconnection agreement or state tariff, then the fiber cable hand-off will be as mutually agreed upon by the Parties; or
 - 4.4.3. CLEC may utilize new, mutually agreed upon, mid-span fiber meets, where CLEC will connect to the ILEC FOT by providing fiber cable at the last entrance (or agreed upon) manhole outside of the tandem, or at the last entrance (or agreed upon) manhole outside of an end office in the rate center where the Parties agree to interconnection at an end office; or
 - 4.4.4. CLEC may utilize its existing facilities or the existing facilities of CLEC's interexchange carrier affiliate(s) (IXC), at the serving wire center locations where CLEC or its IXC have a facilities presence for switched and/or dedicated access traffic; or
 - 4.4.5. CLEC may by purchase Special Access or switched dedicated access transport facilities and services from ILEC as provided for in Section 4.8; or
 - 4.4.6. CLEC may utilize the transport facilities from a third party; or
 - 4.4.7. CLEC may utilize any other arrangement that the Parties may agree meets the requirements of Section 4.
- 4.5. When establishing a POI required by Section 4, ILEC will allow CLEC to establish local interconnection trunk groups to transport local or intraLATA traffic utilizing the facilities of any of CLEC's multiple CLEC affiliates; provided, however, that each CLEC affiliate's traffic will be assigned a separate trunk group on the facility. ILEC will also allow CLEC to establish local interconnection trunk groups to transport local and

intraLATA traffic utilizing the access facilities of CLEC's IXC affiliate(s); provided, however, that each CLEC affiliate's traffic will be assigned a separate trunk group and CLEC may not combine local interconnection and inter-exchange access traffic over the same trunk group on the IXC facility.

- 4.6 Where CLEC and ILEC have an existing interconnection architecture that meets the POI requirements described above, this existing interconnection architecture cannot be changed without the mutual agreement of both Parties; provided, however, nothing herein shall prevent CLEC from eliminating or decommissioning a POI at its option.
- 4.7. When a new POI is established under Section 4, ILEC shall be responsible for the provisioning and cost of facilities on its side of the POI and CLEC shall be responsible for the provisioning and cost of facilities from its side of the POI back to the CLEC facilities and network.
- 4.8. When CLEC establishes a POI by purchasing Special Access facilities and services or switched dedicated access transport facilities and services from ILEC, these facilities shall be considered available for local interconnection trunks; provided, however, that CLEC shall be responsible for the ordering and cost. CLEC may purchase these facilities and services out of the ILEC's intrastate access tariffs or interstate access tariffs, access contracts or other access pricing plans as authorized by the FCC. Except as provided in Section 4.8.1 below, CLEC will submit orders to the applicable ILEC Access Service Center (ASC) and the orders will be governed by the ordering and provisioning terms of the applicable FCC Access tariff.
 - 4.8.1. Where CLEC establishes a new POI by purchasing Special Access facilities from ILEC, the Parties agree that where facilities exist between the new POI to be established and an existing CLEC POI, the new POI may be established as a "Billing POI" by utilizing existing facilities without physically moving trunks onto a newly established dedicated facility. When establishing such a "Billing POI", the CLEC will issue an order to the applicable ILEC ASC for its use of bandwidth on the existing facility, if the facilities were to be installed. In this manner, the Parties agree that new facilities need not be physically established and any ordering and installation and engineering charges shall not apply.
 - 4.8.2. The Parties reserve their rights to challenge in any manner the rates, terms and conditions upon which the dedicated services or facilities referred to in this Section 4.6 are provided by ILEC, including but not limited to challenges pursuant to the dispute

resolution provisions of the applicable ICA or interconnection agreement, regardless of the time limits contained therein.

5. During the term of this Amendment, CLEC may order and ILEC will provide, where facilities are available, sufficient dedicated services or facilities as referenced in Section 4.8 to the nearest existing CLEC POI in the Local Access and Transport Area (LATA). ILEC will choose the most efficient facility route to deliver these dedicated services or facilities to the CLEC POI. These dedicated services and facilities will be provided for the purpose of establishing trunking consistent with the traffic engineering guidelines contained in the existing ICA or interconnection agreement. Trunking services or facilities will be established prior to exchanging live traffic and the Parties agree to abide by the trunk engineering/administration guidelines as stated in the ICA or interconnection agreement.
6. When interconnecting at ILEC'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. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.
7. The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.
 - 7.1. The Parties will exert commercially reasonable efforts to achieve and maintain a network architecture within a tandem serving area such that the DEOT does not fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas for two consecutive months. To determine the 70% threshold, the total number of DEOTs will be divided by the total number of trunks CLEC has in use in the tandem serving area that CLEC has interconnection into. ILEC will be responsible for the costs and provisioning of the DEOTs to the POI and CLEC shall be responsible for making facility assignments at the POI for the DEOTs to be connected to CLEC's transport facilities from the POI back to CLEC's network. If, upon request by ILEC, CLEC does not make the appropriate facility assignments which causes the DEOT to fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas, ILEC shall be entitled to withhold reciprocal compensation from the particular local calling area. Where the traffic in the tandem serving area does not exceed 144 trunks to justify DEOT at the 70% level, this paragraph shall not apply in such tandem serving area. Where the traffic does exceed 144 trunks to justify DEOT at the 70% level, this paragraph applies to all trunks in that tandem serving area.

8. Under no circumstances will CLEC be penalized for non-compliance with the POI and DEOT requirements if such non-compliance results from ILEC's failure to perform required network administration activities (including provisioning, activation, and translations).
9. The Parties recognize that embedded one-way trunks exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via a mid-span fiber meet architecture as described in Appendix NIM or Network of the applicable ICA or interconnection agreement or, the SBC-13 STATE Generic Agreement if an Appendix NIM or Network, or a similarly named network appendix, is not contained in said ICA or interconnection agreement. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. ILEC agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.
10. When establishing a new POI in an Existing Local Calling Area, CLEC will notify its ILEC Account Manager of its intention to establish a new POI in an existing local calling area 90 days prior to the end of the six month transition period by letter to the ILEC Account Manager for CLEC. This 90 day notice is intended to give both Parties adequate time to plan, issue orders, and implement the orders in the 6 month transition period.
11. When establishing a POI in a New Local Calling Area, CLEC will notify its ILEC Account Manager 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 days of ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI.
12. Upon expiration of this Amendment, CLEC and ILEC agree to evaluate whether to add or eliminate POIs to create an effective post-Amendment architecture. Both Parties will cooperate in adding or eliminating POIs so long as they are consistent with the then effective ICA or interconnection agreement concerning interconnection between the Parties.
13. **Classifications of Traffic**
 - 13.1. Intercarrier traffic includes Section 251(b)(5) Traffic, ISP-Bound Traffic, transited traffic, intraLATA toll, mandatory EAS, optional Extended Area Service (EAS) and Metropolitan Calling Area (MCA) traffic. The terms "transited traffic," "intraLATA toll," "mandatory EAS" "optional EAS traffic" and "Metropolitan Calling Area" will have the meaning ascribed to them in the underlying ICAs and future interconnection agreements. "Section 251(b)(5) Traffic" shall mean the traffic lawfully compensable under

Section 251(b)(5) of the Act as of the Effective Date of this Amendment. "ISP-Bound Traffic" shall mean any ISP traffic that as of the Effective Date of this Amendment is lawfully compensable under the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (released April 27, 2001). For purposes of this Section 13, intercarrier traffic includes all intercarrier traffic exchanged pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties and 271 Local Switching agreement between the Parties (except for SBC Connecticut) (both effective March 11, 2005).

The rates, terms and conditions for ISP-Bound Traffic are set forth in Section 14 of this Amendment.

- 13.2. If CLEC designates different points for rating and routing such that traffic that originates in one rate center is carried by ILEC to a routing point designated by CLEC in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic, referred to as Virtual Foreign Exchange (Virtual FX) traffic, shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation provided however, that such end users must both be located within the same LATA. Anything to the contrary in this Section 13.2 notwithstanding, if a legally effective decision of the Public Utility Commission of Texas *in Docket No. 28821* entitles ILEC to charge CLEC intrastate switched access charges for Virtual FX traffic terminated by ILEC, ILEC shall be permitted to do so without affecting ILEC'S obligation to pay reciprocal compensation for Virtual FX traffic ILEC terminates to CLEC in Texas.
- 13.3. InterLATA toll and IXC carried intraLATA toll are subject to Meet Point Billing as outlined in the ICA or interconnection agreement and applicable tariffs.
- 13.4. The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the Parties' switched access tariffs.
- 13.5. Compensation for SWBT-transited minutes of use (MOU) will be governed by the ICAs and future interconnection agreements.

14. Compensation for ISP-Bound Traffic

- 14.1 This Section 14 includes the rates, terms and conditions for the exchange of ISP-Bound Traffic. For purposes of this Section 14 and Section 16 below, ISP-Bound Traffic includes all ISP-Bound traffic exchanged by the

Parties pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties and 271 Local Switching agreement between the Parties (except for SBC Connecticut) (both effective March 11, 2005).

14.2 The rates, terms, conditions in this section apply only to the termination of ISP-Bound Traffic, including, but not limited to, compensable traffic that originates from or terminates to an CLEC end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to CLEC by ILEC on a non-resale, wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching); and ISP-Bound Traffic is subject to the growth caps, rebuttable presumption and new local market restrictions stated below. Notwithstanding anything to the contrary in this Amendment, the growth caps, new market restrictions and the rebuttable presumption described below apply to CLEC for the term of this Amendment.

14.3 The Parties agree to compensate each other for such ISP-Bound Traffic on a minute of use basis, at \$0.0007 per minute of use.

14.4 ISP-Bound Traffic Minutes Growth Cap

14.4.1 On a calendar year basis, as set forth below, CLEC and ILEC agree to cap overall compensable ISP-Bound Traffic minutes of use ("Growth Cap"). The Parties agree that the Growth Cap shall be an amount equal to:

1st Quarter 2001 compensable ISP-Bound minutes of use, multiplied by 4, multiplied by 1.21, plus all minutes of use terminated by ILEC on behalf of CLEC pursuant to the Parties' COBRA Agreement.²

14.4.2 ISP-Bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network

² In the event a carrier adopts this ICA and Amendment pursuant to Section 252(i), the growth cap for the adopting carrier shall be: 1st Quarter 2001 compensable ISP-Bound minutes of use, multiplied by 4, multiplied by 1.21; provided, however, that if such carrier also had a COBRA Agreement with SBC which has been terminated, the adopting carrier's growth cap shall also include the addition of the minutes of use terminated by SBC on behalf of the adopting carrier pursuant to the Parties' COBRA Agreement.

14.5 Bill and Keep for ISP-Bound Traffic in New Markets

14.5.1 In the event CLEC and ILEC have not previously exchanged ISP-Bound Traffic in any one or more LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-Bound Traffic between CLEC and ILEC for the remaining term of this Amendment in any such LATAs.

14.5.2 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

14.5.3 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-Bound Traffic, and does not include Transit traffic, Optional EAS traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

15. Compensation for Section 251(b)(5) Traffic and EAS Traffic

15.1 The rates for Section 251(b)(5) traffic (including Mandatory EAS) are set forth in Exhibit A. Except as specifically set forth in this Amendment, the terms and conditions relating to Section 251(b)(5) Traffic (including Mandatory EAS) are set forth in the ICAs. For purposes of this Section 15 and Section 16 below, Section 251(b)(5) traffic includes all Section 251(b)(5) traffic exchanged pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties and 271 Local Switching agreements between the Parties (except for SBC Connecticut) (both effective March 11, 2005).

15.2 The Parties agree to the following application of the rate elements set forth in Exhibit A to 251(b)(5) traffic and mandatory EAS traffic, including, but not limited to, compensable traffic that originates from or terminates to an CLEC end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to CLEC by ILEC on a non-resale, wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching);

· 70% of 251(b)(5) and Mandatory EAS traffic shall be compensated at the end office switching rate;

30% of 251(b)(5) and Mandatory EAS traffic shall be compensated at the end office switching rate, tandem switching rate and common transport rates (assuming 15 miles of transport).

15.3 The rates, terms and conditions for optional EAS are set forth in the ICAs.

16. Terms Applicable to Both ISP-Bound and Section 251(b)(5) Traffic

16.1 The Parties agree to compensate each other based upon the amounts of ISP-bound and 251(b)(5) traffic exchanged by the Parties and reflected in traffic studies conducted and exchanged by the Parties prior to the Effective Date of this Amendment. The Parties specifically acknowledge that the compensation for ISP-bound and 251(b)(5) traffic is based on measurements of actual traffic exchanged by the Parties.

16.2 Upon mutual agreement of the Parties in writing, the Parties may implement a single rate for both Section 251(b)(5) and ISP-bound Traffic based upon the percentage of ISP-bound Traffic (compensated at \$0.0007 per minute of use) and the percentage of Section 251(b)(5) traffic (70% at the state TELRIC end office rate set forth in Exhibit A and 30% at the state TELRIC tandem rates set forth in Exhibit A).

16.3 Notwithstanding anything to the contrary in this Agreement, either Party may, after this Amendment has been in effect for one (1) year, request that the Parties conduct new traffic studies to determine the proportions of ISP-bound and 251(b)(5) traffic terminated by each Party. Upon such request, the Parties shall conduct and exchange traffic studies according to the methodology used in the studies described in Section 14.4.2. The Parties shall use the resulting proportions of ISP-bound and 251(b)(5) traffic from the new studies to compensate each other prospectively for local traffic for the remainder of the term of this Amendment. If the Parties can not agree upon the appropriate proportion of ISP-Bound and 251(b)(5) traffic, either Party may take appropriate action at the state Commission pursuant to section 252 of the Act to seek appropriate compensation on ISP-Bound and 251(b)(5) traffic. If a Party takes such action at the applicable state Commission, the Parties agree to use such proportion and/or methodology approved by the state Commission as of the date of the Commission approval and, in addition, the Commission-ordered proportion/methodology shall be utilized to determine the true-up as described below. During the pendency of any such proceedings to alter the proportion of ISP-Bound and 251(b)(5) traffic, CLEC and ILEC will remain obligated to pay based on the current proportion of ISP-Bound and 251(b)(5) traffic, subject to a true-up. Upon conclusion of a state Commission proceeding to determine the appropriate proportion/methodology, the Parties shall use the results of the state Commission proceeding and true-up of any amounts paid on ISP-Bound

and 251(b)(5) traffic retroactive back to the date a Party first sought appropriate relief from the Commission to reflect the revised proportion of ISP-Bound and 251(b)(5) traffic as ordered by the state Commission.

17. Intrastate Access Rates

17.1 For intrastate intraLATA toll traffic, exchanged pursuant to the ICA's, and both the Local Wholesale Complete agreement between the Parties (effective March 11, 2005) and the 271 Local Switching agreement between the Parties (except for SBC Connecticut) (effective March 11, 2005), 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 such compensation shall not 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 such compensation shall not exceed the compensation contained in the ILEC's tariff in whose exchange area the End User is located.

18. Reservation of Rights

18.1 Neither Party will argue or take the position before any state or federal regulatory body that this agreement constitutes an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004) and the FCC's Notice of Proposed Rulemaking In the Matter of IP-Enabled Services, WC Docket 04-36 (rel. March 10, 2004). The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic during the term of this Amendment. The Parties further agree that this Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, 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.

- 18.2 The Parties continue to disagree as to whether ISP calls are subject to reciprocal compensation obligations under their ICAs and interconnection agreements and Section 251(b)(5) of the Act. By entering into this Amendment neither Party waives its right to advocate its view with respect to these issues, however neither Party will attempt in any way to overturn the provisions of this Amendment during its term. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that ISP traffic is, or is not, subject to reciprocal compensation obligations under their ICAs and interconnection agreements or Section 251(b)(5). Therefore, ILEC payments to CLEC under the Agreement shall not be construed as agreement by ILEC that calls to ISPs constitute local traffic subject to reciprocal compensation obligations, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment compensation is payable as set forth in this Amendment.
- 18.3. The Parties continue to disagree as whether CLEC is required to establish a physical POI in each local calling area. By entering into this Amendment, neither Party waives its right to advocate its view with respect to this issue. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that CLEC must or must not establish a POI in each local calling area. Therefore, CLEC's establishment of a physical POI in each local calling area under the Amendment shall not be construed as agreement by CLEC that physical POIs are required to be established in each local calling area, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment physical POIs will be established as set forth in this Amendment.
- 18.4 Except as specifically modified by this Amendment with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
- 18.5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following

actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004).

19. **Additional Terms and Conditions**

- 19.1. This Amendment contains provisions that have been negotiated as part of an entire amendment and integrated with each other in such a manner that each provision is material to every other provision. The Parties recognize and agree that Exhibit A, hereto, applies to specified periods of time over the course of the full term of this Amendment, and is intended to be date specific. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this Amendment under section 252 (i) of the Act and enjoy higher rates than are in effect at that point in the rate schedule. By entering into this Amendment, ILEC neither agrees that is obligated to permit, nor waives its rights to contend that it is not obligated to permit, its tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.
- 19.2. The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICA or interconnection agreement. The Parties agree that they would not

have agreed to this Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

- 19.3. This Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 19.4. The terms contained in this Amendment and its Exhibit A, constitute the entire agreement with regard to the modification and amendment of the ICAs and incorporation into future interconnection agreements through the Termination Date, and shall be interpreted solely in accordance with its own terms.
- 19.5. The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define, modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.
- 19.6. This Amendment 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.
- 19.7. This Amendment shall be filed by the Parties with the PUCs in each state listed in the introductory paragraph above. Neither Party may seek a stay of the PUCs' approval of this Amendment or in any way seek to delay, postpone or interfere with the PUCs' approval of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates shown below by their respective duly authorized representatives and hereby agree that this Amendment shall be effective between the Parties on April 1, 2005 (the Effective Date).

<p>Charter Fiberlink NV-CCVII, LLC</p>	<p>AT&T Operations, Inc. as authorized agent for Southwestern Bell Telephone, L.P., d/b/a SBC Oklahoma, SBC Missouri, SBC Kansas, SBC Arkansas and SBC Texas, The Southern New England Telephone Company d/b/a SBC Connecticut, Nevada Bell Telephone Company, d/b/a SBC Nevada, Pacific Bell Telephone Company, d/b/a SBC California, 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 Wisconsin Bell, Inc. d/b/a SBC Wisconsin.</p>
<p>By: _____</p>	<p>By: _____</p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Name: _____</p>	<p>Name: _____</p>
<p>Date: _____</p>	<p>Date: _____</p>

EXHIBIT A

	A	B	C	D	E	F
1	ISP Bound Traffic		\$ 0.000700			
2						
3			Arkansas	Kansas	Oklahoma	Missouri
4	End Office Switching	Zone 4	n/a	n/a	n/a	\$0.002391
5		Zone 3	\$ 0.001310	\$ 0.001310	\$ 0.003800	\$0.002807
6		Zone 2	\$ 0.001690	\$ 0.001690	\$ 0.002516	\$0.001949
7		Zone 1	\$ 0.002530	\$ 0.002530	\$ 0.002268	\$0.001620
8						
9	Tandem Switching		\$ 0.000789	\$ 0.000789	\$ 0.000956	\$ 0.001231
10						
11	Common Transport Termination	Zone 4	n/a	n/a	n/a	\$0.000132
12		Zone 3	\$ 0.000157	\$ 0.000157	\$ 0.000266	\$0.000246
13		Zone 2	\$ 0.000171	\$ 0.000171	\$ 0.000282	\$0.000232
14		Zone 1	\$ 0.000196	\$ 0.000196	\$ 0.000499	\$0.000155
15		Interzone	\$ 0.000186	\$ 0.000186	\$ 0.000147	\$0.000271
16						
17	Common Transport Facility	Zone 4	n/a	n/a	n/a	\$0.000008
18	Per Minute per Mile	Zone 3	\$0.000001	\$0.000001	\$ 0.000008	\$0.0000117
19		Zone 2	\$0.000003	\$0.000003	\$ 0.000049	\$0.0000057
20		Zone 1	\$0.000006	\$0.000006	\$ 0.000027	\$0.0000016
21		Interzone	\$0.000001	\$0.000001	\$ 0.000002	\$0.0000030
22						
23			California	Nevada	Michigan	
24	End Office Call Set-Up		\$ 0.001472	\$ -	\$ 0.000620	
25	End Office Call Duration		\$ 0.001382	\$ 0.001610	\$ 0.000521	
26						
27	Tandem Switching Set-Up		\$ 0.001562	\$ -	\$ 0.000322	
28	Tandem Switching Duration		\$ 0.000461	\$ 0.001700	\$ 0.000337	
29						
30	Common Transport (Fixed)/Tandem Term Set-up		\$ 0.001270	\$ 0.007270	\$ 0.000077	
31	Tandem Term Duration		n/a	n/a	\$ 0.000081	
32	Common Transport (Variable) (per mou per mile)		\$ 0.000020	\$ -	\$ 0.000001	
33						
34						
35			Illinois	Indiana	Ohio	Wisconsin
36	End Office Switching		\$ 0.003746	\$ 0.004097	\$ 0.003600	\$ 0.004241
37	Tandem Switching		\$ 0.001072	\$ 0.000307	\$ 0.000623	\$ 0.000704
38	Tandem Transport Termination		\$ 0.000201	\$ 0.000102	\$ 0.000146	\$ 0.000188
39	Tandem Transport Facility Mileage (per mou per mile)		\$ 0.000013	\$ 0.000005	\$ 0.000006	\$ 0.000014
40						
41	Texas					
42	Call Set-Up		\$ 0.0010887			
43	Duration		\$ 0.0010423			
44						
45	Connecticut					
46	End Office Served Rate		\$ 0.003576			
47	Tandem Served Rate		\$ 0.005560			

AMENDMENT TO THE INTERCONNECTION AGREEMENTS

This amendment (“Amendment”) to the interconnection agreements (“Agreements”) is being entered into by and between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (collectively, “SBC-13STATE”) and Charter Fiberlink NV-CCVII, LLC (“CLEC”) and amends the Agreements, in effect as of the Amendment Effective Date, between the Parties in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

WHEREAS, SBC-13STATE and CLEC are parties to Agreements that were previously submitted to the state Commissions for approval; and

WHEREAS, the Parties wish to amend the Agreements as set forth in this Amendment;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. INTRODUCTION

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreements.

1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreements (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreements), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

2.1. On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreements are hereby amended by adding Attachment A of this Amendment (“Appendix Out of Exchange Traffic”) to the Agreements as a new appendix.

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the applicable state Commission or, absent such Commission approval, the date this Amendment is filed under Section 252(e)(4) of the Act (“Amendment Effective Date”).

4. TERM OF AMENDMENT

4.1 Except as modified herein, all other rates, terms and conditions of the Agreements shall remain unchanged. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreements.

5. RESERVATIONS OF RIGHTS

5.1 The Parties acknowledge that they disagree as to whether this Amendment is necessary for the Parties to exchange Out of Exchange Traffic (as defined in Attachment A of this Amendment) and that, in entering into this Amendment, neither Party is waiving, and each Party hereby expressly

reserves, any of the rights, remedies or arguments it may have about whether this Amendment, or any of its specific terms or conditions, is required for the exchange of Out of Exchange Traffic.

5.2 The Parties further acknowledge that this Amendment is intended to be an interim solution for the exchange of Out of Exchange Traffic and that in the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commissions) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Amendment or either Party's obligations regarding Out of Exchange Traffic, the Parties shall, upon the written request of either Party, negotiate promptly and in good faith in order to amend the affected Agreements in accordance with such statutes, rules, regulations or orders.

5.3 The Parties further acknowledge that this Amendment and the terms and conditions set forth in Attachment A are specifically intended to apply prospectively only and that the Parties shall continue to use existing interconnection facilities and traffic routing arrangements for the exchange of Out of Exchange Traffic to the extent that such facilities and routing arrangements were used to exchange Out of Exchange Traffic prior to the Amendment Effective Date.

5.4 The Parties fully reserve, and do not waive, any and all rights under their existing Agreements with respect to any orders, decisions, legislation or proceedings, and any remands thereof, from any federal or state regulatory, legislative or judicial action(s), including, without limitation, their intervening law or change of law rights relating to the following actions which the Parties have not yet fully incorporated into their Agreements: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA I") and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. June 16, 2004) ("USTA II"); the FCC's "Triennial Review Order," CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36); the FCC's "Interim Rules" in WC Docket No. 04-313 and CC Docket 01-338 (FCC 04-179) (rel. August 21, 2004); and any order issued in CC Docket 96-98 or the FCC's rulemaking *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92 (est. April 27, 2001). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Amendment constitutes an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004) and the FCC's Notice of Proposed Rulemaking *In the Matter of IP-Enabled Services*, WC Docket 04-36 (rel. March 10, 2004).

6. MISCELLANEOUS

6.1 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Charter Fiberlink NV-CCVII, LLC

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

d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin by AT&T Operations, Inc., its authorized agent

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

FACILITIES-BASED OCN # _____
ACNA _____

ATTACHMENT A: OUT OF EXCHANGE APPENDIX

APPENDIX OUT OF EXCHANGE TRAFFIC

TABLE OF CONTENTS

1. DEFINITIONS.....	3
2. INTRODUCTION.....	3
3. NETWORK MANAGEMENT.....	3
4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC.....	3
5. INTERCARRIER TRAFFIC COMPENSATION.....	5
6. INTENTIONALLY LEFT BLANK.....	5
7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC.....	5
8. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION.....	5
9. INTERLATA SECTION 251(B)(5) TRAFFIC.....	5

APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 **AT&T Operations, Inc. (SBC-13STATE)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 Intentionally Omitted.
- 1.4 For purposes of this Appendix only, "Out of Exchange Traffic" shall be defined as those categories of traffic subject to compensation pursuant to Appendix Reciprocal Compensation and includes only such interLATA traffic as is exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
 - (i) Originates from an CLEC end user located in another ILEC's incumbent local exchange area and terminates to an **SBC-13STATE** end user customer located in an **SBC-13STATE** local exchange area or;
 - (ii) Originates from an **SBC-13STATE** end user located in an **SBC-13STATE** local exchange area and terminates to an CLEC end user customer located in another ILEC's incumbent local exchange area.

2 INTRODUCTION

- 2.1 For purposes of this Appendix, CLEC intends to operate and/or provide telecommunications services outside of **SBC-13STATE** incumbent local exchange areas and desires to interconnect CLEC's network with SBC- 13STATE's network(s).
- 2.2 Intentionally Omitted.
- 2.3 Other than as set forth in this Appendix, **SBC-13STATE**'s obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which **SBC-13STATE** is the ILEC under the Act.

3. NETWORK MANAGEMENT

- 3.1 The terms and conditions for network management, including CPN requirements, service levels, traffic management controls, reroutes, mass calling, quality of network connections and joint planning are set forth in Appendix NIM of this Agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 The Parties agree that **SBC-13STATE**'s originating traffic destined for CLEC end user customers in another ILEC's exchange will be delivered to CLEC's POI arrangements in an SBC local exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in the Appendix NIM of this Agreement. The Parties agree that CLEC's traffic originating from another ILEC's exchange and destined for **SBC-13STATE** end

- users will be delivered to CLEC's POI arrangements in the SBC exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in Appendix NIM of this Agreement. When Out of Exchange Traffic exchanged between the end user customers of CLEC and **SBC-13STATE** exceeds one DS1 (24 DS0s) to or from an **SBC-13STATE** End Office, the Parties agree to establish a direct end office trunk group.
- 4.2 If CLEC is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, **SBC-13STATE** agrees to route its originating Out of Exchange Traffic over existing trunks until such time as the new trunks are operational for a timeframe not to exceed 90 days. CLEC will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, CLEC's failure to submit an ASR is due to a "facilities-not-available" situation, **SBC-13STATE** will continue to route the traffic on existing trunks during the period in which the "facilities-not available" situation is being resolved. At such time that CLEC's trunks are operational, **SBC-13STATE**'s originating Out of Exchange traffic will be rerouted to CLEC's POI according to Section 4.1 above.
- 4.3 If CLEC is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, CLEC may route its originating Out of Exchange Traffic to **SBC-13STATE**'s End Office via a Third Party ILEC's Tandem until such time as the new trunks are operational, for a timeframe not to exceed 90 days. CLEC will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, CLEC's failure to submit an ASR is due to a "facilities-not-available" situation, CLEC will continue to route the traffic via a Third Party ILEC's Tandem during the period in which the "facilities-not available" situation is being resolved. At such time that CLEC's trunks are operational, CLEC's originating Out of Exchange traffic will be rerouted to CLEC's POI according to Section 4.1 above.
- 4.4 CLEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the LERG.
- 4.5 Intentionally Omitted.
- 4.6 If any Out of Exchange Traffic is not properly routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem. This also includes traffic that is destined to End Offices that do not subtend **SBC-13STATE** tandem. The Parties shall provide notice to each other pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, the Party shall be given thirty (30) calendar days to cure such misrouting.
- 4.7 Intentionally Omitted.
- 4.8 Except as set forth in Section 4.3, CLEC may deliver traffic destined to terminate at **SBC-13STATE**'s End Office via a Third Party ILEC's Tandem solely as an overflow remedy. In no instance shall this arrangement be used to circumvent over utilization augments according to Appendix NIM. Nothing in this section shall require **SBC-13STATE** to deliver traffic destined to terminate at CLEC's switch via a Third Party ILEC's Tandem.
- 4.9 Connection of a trunk group from CLEC to **SBC-13STATE**'s tandem(s) will provide CLEC accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.10 **SBC-13STATE** will open CLEC NPA-NXX codes, rated to or identified to reside in non-**SBC-13STATE** exchange areas, in **SBC-13STATE** Tandems and End Offices using standard industry practice and intervals.

5. INTERCARRIER COMPENSATION

5.1 Nothing in this Appendix is intended to affect compensation arrangements set forth in Appendix Reciprocal Compensation of this Agreement. Such compensation arrangements shall apply for OE-LEC traffic as defined in Section 1.4.

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9. INTERLATA SECTION 251(B)(5) TRAFFIC

9.1 The Parties will exchange InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. **SBC-13STATE** will exchange such traffic using two-way direct final trunk groups (i) via a facility to CLEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the **SBC-13STATE** exchange area covered under such InterLATA waiver, or (iv) any other mutually agreed upon method. If the exchange where the traffic is terminating is not an **SBC-13STATE** exchange, **SBC-13STATE** shall exchange such traffic using a two-way DF trunk group (i) via a facility to CLEC's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) any other mutually agreed upon method. **SBC-13STATE** will not provision or be responsible for facilities located outside of **SBC-13STATE** exchange areas.

9.2 The Parties agree that the associated traffic from each **SBC-13STATE** End Office will not alternate route.

9.3 Intentionally Omitted

9.4 Except as otherwise provided in this Appendix, for CLEC originated/**SBC-13STATE** terminated traffic or **SBC-13STATE** originated/ CLEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.

9.5 Intentionally Omitted.

9.6 Intentionally Omitted.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
NEVADA BELL TELEPHONE COMPANY d/b/a SBC NEVADA
AND
CHARTER FIBERLINK NV-CCVII, LLC**

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Nevada Bell Telephone Company d/b/a SBC Nevada (“SBC”) and each Charter Fiberlink NV-CCVII, LLC (“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 parties to enter into conforming amendment agreements by December 22, 2005,

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the 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.

Charter Fiberlink NV-CCVII, LLC

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

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____

Title: _____

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.

	<u>Competitive Local Exchange Carrier</u>	<u>Effective Date of ICA</u>
1	ACN Communications Services, Inc.	3/11/04
2	Advanced TelCom, Inc. d/b/a Advanced Telcom Group and ATG	5/23/02
3	DSLnet Communications, LLC	11/18/02
4	Easton Telecom Services, LLC	4/18/04
5	Eschelon Telecom of Nevada, Inc.	3/8/01
6	IDT America, Corp.	3/29/04
7	KMC Telecom V, Inc.	1/19/01
8	Liberty Telecom, LLC.	8/2/99
9	Charter Fiberlink NV-CCVII, LLC	12/3/96 (Brooks Fiber), 2/24/03 (MCImetro)
10	Pac-West Telecomm, Inc.	11/8/99
11	Shared Communications Services, Inc.	5/23/02
12	Sprint Communications Company, L.P.	1/18/03
13	Talk America Inc.	1/19/01
14	Virtual Hipster Corporation.	8/30/01
15	Williams Local Network, LLC.	10/21/02
16	Z-Tel Communications, Inc.	5/4/04

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

- Interoffice Transport connected to a Special Access DS1 Loop#;
- x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#;
 - xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#;
 - xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#; 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 Commingle 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 Commingle 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.
 - (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.]

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
NEVADA BELL TELEPHONE COMPANY d/b/a SBC NEVADA
AND
CHARTER FIBERLINK NV-CCVII, LLC**

On _____, 2005, Charter Fiberlink NV-CCVII, LLC ("Carrier") exercised its right pursuant to 47 U.S.C. § 252 (i) to adopt the Interconnection Agreement, as amended, between Nevada Bell Telephone Company d/b/a SBC Nevada ("SBC Nevada") and MCI Metro Access Transmission Services, LLC. Upon approval by The Public Utilities Commission of Nevada, the agreement so requested by Charter Fiberlink NV-CCVII, LLC became the Interconnection Agreement (the "Agreement") pursuant to 47 U.S.C. §§ 251 and 252 between SBC Nevada and Charter Fiberlink NV-CCVII, LLC. Pursuant to this Amendment, the Agreement is hereby amended as follows:

- (1) The Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions, currently incorporated into the Agreement and all references to this amendment, are hereby removed from the Agreement in its entirety.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- (4) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC Nevada shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC Nevada has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Nevada in which this Agreement is effective,

and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC Nevada's right to exercise its option at any time to adopt on a date specified by SBC Nevada the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- (5) This Amendment shall be filed with and is subject to approval by The Public Utilities Commission of Nevada and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 13th day of March, 2006 by SBC Nevada, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Charter Fiberlink NV-CCVII, LLC

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

By: [Signature]

By: Rebecca L Sparks

Name: TED SCHROEDER
(Print or Type)

Name: Rebecca L. Sparks
(Print or Type)

Title: SVP/EM
(Print or Type)

Title: Executive Director - Regulatory

Date: 1/13/06

Date: MAR 15 2006

FACILITIES-BASED OCN # 813 D

ACNA HFB

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
NEVADA BELL TELEPHONE COMPANY d/b/a SBC NEVADA
AND
CHARTER FIBERLINK NV-CCVII, LLC**

Nevada Bell Telephone Company d/b/a SBC Nevada¹, as the Incumbent Local Exchange Carrier in Nevada, (hereafter, "ILEC") and Charter Fiberlink NV-CCVII, LLC as a Competitive Local Exchange Carrier ("CLEC"), in Nevada, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Nevada ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan)("Amendment"). CLEC is also referred to as a "LEC."

1.0 Scope of Amendment

1.1 ILEC made an offer to all telecommunications carriers in the state of Nevada (the "Offer") to exchange traffic on and after June 1, 2004 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").

1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2.0 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan

2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic and all Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.

2.2 Compensation Rate Schedule

2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-Bound Traffic and Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the rebuttable presumption in Section 2.6. In addition, the amount and the types of traffic compensable under this amendment, at the rates set forth in this amendment, are subject to the growth caps in Section 2.3 and the new market restrictions in Section 2.4. The growth caps set forth in section 2.3, and the new market restrictions set forth in section 2.4, are applicable from the Effective Date set forth in Section 1.1 of this Amendment through October 8, 2004.

¹ Nevada Bell Telephone Company, a Nevada corporation, f/k/a SBC Nevada Bell Telephone Company, is now doing business in Nevada as SBC Nevada.

2.2.2 The Parties agree to compensate each other for the transport and termination ISP-Bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, at \$.0007 per minute of use.

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable Nevada ISP-bound Traffic minutes of use based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which LEC was entitled to compensation under its Nevada Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
January 1, 2004 through October 8, 2004	Year 2002 compensable ISP-bound minutes
October 9, 2004 and beyond	No cap

Notwithstanding anything contrary herein, in Calendar Year 2004, CLEC and ILEC agree that ISP-Bound Traffic exchanged between CLEC and ILEC that exceeds Year 2002 compensable ISP-bound minutes during the period from January 1, 2004 through October 8, 2004 shall be subject to a Bill and Keep arrangement.

2.3.2 For the period beginning with the Effective Date set forth in Section 1.1 through October 8, 2004, ISP-bound Traffic minutes that exceed the applied growth cap will be subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network.

2.3.3 ISP traffic exchanged between CLEC and ILEC after October 8, 2004, shall not be subject to a growth cap for the remainder of this agreement.

2.4 Bill and Keep for ISP-bound Traffic in New Markets

2.4.1 For the period beginning with the Effective Date set forth in Section 1.1 through October 8, 2004, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CARRIER and ILEC for all Nevada LATAs in which CLEC and ILEC had not previously exchanged ISP-bound Traffic prior to April 18, 2001.

2.5 Segregation of Traffic for Billing

2.5.1 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC up to and including October 8, 2004, both Parties shall segregate the traffic that is subject to a Bill and Keep arrangement from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.6 Limitation of Applicability of Growth Caps and new Market Restrictions

2.6.1 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic up to and including October 8, 2004, and does not include Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.7 ISP-bound Traffic Rebuttable Presumption

2.7.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the

Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and ILEC will remain obligated to pay the rates set forth in Section 2.2.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

3.1 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (Rel. April 21, 2004). The Parties acknowledge that there is an on-going disagreement between LECs and ILEC over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by either party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission ("FCC") whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

- 4.1 This Amendment will be effective on June 1, 2004 ("Effective Date") contingent upon any necessary commission approval; provided however, the rates, terms and conditions relating to all ISP-Bound Traffic shall apply effective June 1, 2004 and the rates, terms and conditions relating to all Section 251(b)(5) shall apply effective ten days after approval of the Amendment.
- 4.2 To the extent that compensation for intercarrier traffic on or after June 1, 2004 was already billed and/or paid prior to the time that the state commission approved this Amendment, the Parties agree to implement any adjustments, reimbursements, or other "true ups" necessary to make the rates and terms set forth in this Amendment effective for all traffic terminated on and after June 1, 2004.
- 4.3 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.5 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.6 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via

written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et al.*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC Nevada shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC Nevada has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Nevada in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC Nevada's right to exercise its option at any time to adopt on a date specified by SBC Nevada the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 13th day of March, 2006, by ILEC, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

Charter Fiberlink NV-CCVII, LLC

Signature: [Handwritten Signature]

Name: TED SCHEPPE
(Print or Type)

Title: SVP/GM
(Print or Type)

Date: 2/13/06

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

Signature: [Handwritten Signature]

Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director - Regulatory

Date: MAR 13 2006

FACILITIES-BASED OCN # 813 D

ACNA HFB

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
NEVADA BELL TELEPHONE COMPANY d/b/a AT&T NEVADA
AND
CHARTER FIBERLINK NV-CCVII, LLC**

The Interconnection Agreement dated March 13, 2006 by and between Nevada Bell Telephone Company d/b/a AT&T Nevada ("AT&T Nevada")¹ and Charter Fiberlink NV-CCVII, LLC ("Charter Fiberlink") ("Agreement") effective in the State of Nevada is hereby amended as follows:

1. Section 20. Effective Date, Term, and Termination of the General Terms and Conditions is amended by adding the following section:
 - 20.2.1 Notwithstanding anything to the contrary in this Section 20, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing January 14, 2008 until January 14, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Charter Fiberlink, by AT&T Nevada pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T Nevada shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Public Utilities Commission of Nevada and shall become effective ten (10) days following approval by such Commission.

¹ Nevada Bell Telephone Company, a Nevada corporation, is now doing business in Nevada as "AT&T Nevada".

Charter Fiberlink NV-CCVII, LLC

**Nevada Bell Telephone Company d/b/a AT&T Nevada
by AT&T Operations, Inc., its authorized agent**

By: _____

By: Eddie Reed, Jr.

Name: Ted Schremp
(Print or Type)

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: SVP Product Mgmt + Strategy
(Print or Type)

Title: Director – Interconnection Agreements

Date: 7/10/08

Date: 7-30-08

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN,
NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND
AT&T WHOLESALE, SOUTHWESTERN BELL TELEPHONE COMPANY
D/B/A AT&T MISSOURI, WISCONSIN BELL, INC. D/B/A AT&T
WISCONSIN**

AND

**CHARTER FIBERLINK NV-CCVII, LLC, CHARTER FIBERLINK CCO, LLC,
CHARTER FIBERLINK-ILLINOIS, LLC, CHARTER FIBERLINK-
MICHIGAN, LLC, CHARTER FIBERLINK-MISSOURI, LLC**



Signature: eSigned - Peggy Giaminetti

Signature: eSigned - William Bockelman

Name: eSigned - Peggy Giaminetti
 (Print or Type)

Name: eSigned - William Bockelman
 (Print or Type)

Title: VP, Circuit Operations
 (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
 (Print or Type)

Date: 10 Jul 2018

Date: 10 Jul 2018

Charter Fiberlink NV-CCVII, LLC, Charter Fiberlink CCO, LLC, Charter Fiberlink-Illinois, LLC, Charter Fiberlink-Michigan, LLC, Charter Fiberlink-Missouri, LLC

Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, Southwestern Bell Telephone Company d/b/a AT&T MISSOURI, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	CLEC OCN
ILLINOIS	462C
MICHIGAN	351D
MISSOURI	5607
NEVADA	813D
WISCONSIN	3839

Description	ACNA Code(s)
ACNA(s)	HFB

AMENDMENT TO THE AGREEMENT
BETWEEN
CHARTER FIBERLINK NV-CCVII, LLC, CHARTER FIBERLINK-ILLINOIS, LLC, CHARTER FIBERLINK-
MICHIGAN, LLC, CHARTER FIBERLINK CCO, LLC
AND
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE
COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA
AND AT&T WHOLESALE, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI,
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A.

WHEREAS, CLEC has changed its registered name in Wisconsin and desires to modify the Agreement to incorporate such change; and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A – Agreements and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. For the state of Wisconsin, the Agreement is hereby amended to reflect the name change from Charter Fiberlink, LLC to Charter Fiberlink CCO, LLC.
3. **Intercarrier Compensation**
 - 3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
4. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
5. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
10. For all States except Arkansas, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Old Name	Contract Type	Approval Date
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Charter Fiberlink-Illinois, LLC		Interconnection Agreement	9/22/2004
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Charter Fiberlink-Michigan, LLC		Interconnection Agreement	11/10/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Charter Fiberlink-Missouri, LLC		Interconnection Agreement	8/8/2005
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Charter Fiberlink NV-CCVII, LLC		Interconnection Agreement	6/5/2006
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Charter Fiberlink CCO, LLC	Charter Fiberlink, LLC	Interconnection Agreement	2/19/2004

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG14		\$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All Traffic ISP-Bound and 251(b)(5) Traffic as per FCC 01-131		GOC00		\$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	WI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU