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

ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS,
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a SBC INDIANA,
MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN,
NEVADA BELL TELEPHONE COMPANY d/b/a SBC NEVADA,
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO,
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA,
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY,
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC ARKANSAS, SBC KANSAS,
SBC MISSOURI, SBC OKLAHOMA AND/OR SBC TEXAS
AND/OR WISCONSIN BELL, INC. d/b/a SBC WISCONSIN

SUBJECT INDEX

SUBJECT **APPENDIX**

General Terms & Conditions ..... GT&C-13STATE
800 Database 800-13STATE
Coordinated Hot Cut (CHC) CHC-13STATE
Physical Collocation ..... PHYSICAL COLLOCATION-13STATE
Virtual Collocation ..... VIRTUAL COLLOCATION-13STATE
Direct DIRECT-13STATE
Directory Assistance DA-13STATE
Directory Assistance Listing DAL-13STATE
Emergency Services 911-13STATE
Merger Conditions ..... MERGER CONDITIONS-13STATE
Interconnection Trunking Requirements ITR-13STATE
Inward Assistance Operator Services INW-13STATE
Alternate Billed Services ..... ALTERNATE BILLED SERVICES-13STATE
Network Interconnection Methods NIM-13STATE
Number Portability NP-13STATE
Numbering NUMBERING-13STATE
Operator Services OS-13STATE

Operations Support Systems – Resale and UNE.....OSS-13STATE
Intercarrier Compensation.....INTERCARRIER COMP-13STATE
Recording.....RECORDING-13STATE
Resale.....RESALE-13STATE
Structure Access.....SA-13STATE
Unbundled Network Elements.....UNE-13STATE
White Pages.....WP-13STATE
Clearinghouse.....CH-12STATE
Hosting.....HOSTING-12STATE
xDSL Loops.....DSL-12STATE
Out of Exchange Traffic.....OET-12STATE
Line Information Database-Administration.....LIDB-AS-12STATE
Line Information and CNAM Service.....LINE INFORMATION/CNAM SERVICE-12STATE
Access to Advanced Intelligent Network UNE.....AIN UNE-12STATE
Performance Measurements.....PERFORMANCE MEASUREMENTS-11STATE
Wisconsin Pricing.....PRICING-WI
Wisconsin Pricing Schedule - UNE.....PRICING SCHEDULE-UNE-WI
Wisconsin Pricing Schedule – Collocation Services.....PRICING SCHEDULE-COLLO-WI
Wisconsin Pricing Merger Promotion Template.....PRICING MERGER–WI
Wisconsin Compromise Remedy Plan.....PM-WI

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

between one or more of

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,
Wisconsin Bell, Inc. d/b/a SBC Wisconsin

and

PACIFIC CENTREX SERVICES, INC.

TABLE OF CONTENTS

1. DEFINITIONS 6
2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY 18
3. NOTICE OF CHANGES -- SECTION 251(C)(5) 22
4. GENERAL RESPONSIBILITIES OF THE PARTIES 22
5. EFFECTIVE DATE, TERM, AND TERMINATION 26
6. END USER FRAUD 27
7. ASSURANCE OF PAYMENT 28
8. BILLING AND PAYMENT OF CHARGES 30
9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION 34
10. DISPUTE RESOLUTION 37
11. AUDITS – APPLICABLE IN SBC-12STATE ONLY 40
12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES 41
13. LIMITATION OF LIABILITY 41
14. INDEMNITY 43
15. PERFORMANCE MEASURES 46
16. INTELLECTUAL PROPERTY 46
17. NOTICES 46
18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS 48
19. NO LICENSE 48
20. CONFIDENTIALITY 48
21. INTERVENING LAW 49
22. GOVERNING LAW 50
23. REGULATORY APPROVAL 49
24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION 50
25. COMPLIANCE AND CERTIFICATION 51
26. LAW ENFORCEMENT 51
27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR 52
28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY 52
29. INTENTIONALLY LEFT BLANK 52
30. SUBCONTRACTING 53
31. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION 53
32. FORCE MAJEURE 54
33. TAXES 54
34. NON-WAIVER 56

35. NETWORK MAINTENANCE AND MANAGEMENT 56
36. SIGNALING 57
37. TRANSMISSION OF TRAFFIC TO THIRD PARTIES 57
38. CUSTOMER INQUIRIES 57
39. EXPENSES 57
40. CONFLICT OF INTEREST 58
41. SURVIVAL 58
42. SCOPE OF AGREEMENT 58
43. AMENDMENTS AND MODIFICATIONS 58
44. APPENDICES INCORPORATED BY REFERENCE 58
45. AUTHORITY 61
46. COUNTERPARTS 61
47. ENTIRE AGREEMENT 62
48. SELECTION OF BILLING OPTIONS 62

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**the Agreement)**, by and between one or more of the SBC Communications Inc.-owned ILEC's **Illinois Bell Telephone 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,** (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 states listed below) and, PACIFIC CENTREX SERVICES, INC. ("CLEC"), (a California corporation), shall apply to the state of Wisconsin.

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

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

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

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of **Illinois Bell Telephone 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** 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 Commissions;

WHEREAS, in entering into this MFN Agreement, SBC Wisconsin 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) 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), 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**

Wisconsin 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 Wisconsin has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Wisconsin 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 Wisconsin's right to exercise its option at any time to adopt on a date specified by SBC Wisconsin 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 Wisconsin'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 Wisconsin'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 Wisconsin'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.

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this Agreement, CLEC has adopted individual interconnection, network element and service arrangements ("Arrangements") from the ACN Communication Services, Inc. for the State of Wisconsin, including any legitimately related terms, and the Parties have agreed to other provisions in the Agreement on a "negotiated" basis (e.g., including but not limited to the reciprocal compensation provisions);

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

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, Attachments, 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], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

1.1.2 **"Access Compensation"** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates.

1.1.3 **"Access Service Request"** (**ASR**) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

1.1.4 **"Accessible Letters"** are correspondence used to communicate pertinent information regarding **SBC-13STATE** to the client/End User community.

1.1.5 **"Account Owner"** means a telecommunications company, including **SBC-13STATE**, that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

1.1.6 **"Advanced Services"** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an **SBC-13STATE** Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:

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

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

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

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

1.1.8 **"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.

1.1.9 **"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.

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

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

1.1.12 **"Automated Message Accounting"** (**AMA**) is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

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

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

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

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

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

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

1.1.20 **"Calling Name Delivery Service" (CNDS)** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party's name is retrieved from a Calling Name Database and delivered to the End User's premise between the first and second ring for display on compatible End User premises equipment.

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

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

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

1.1.24 **"Central Automatic Message Accounting (CAMA) Trunk"** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC's switch to an **SBC-13STATE** E911 Selective Router.

1.1.25 **"Centralized Message Distribution System"** (**CMDS**) means the transport system that LECs use to exchange outcollect and Carrier Access Billing System "CABS" access messages among each other and other Parties connected to CMDS.

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

1.1.26.1 **"End Office Switch" or "End Office"** is a switching machine that **directly** terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.

1.1.26.2 **"Tandem Office Switch" or "Tandem(s)"** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

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

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

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

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

1.1.31 **"Collocation"** is an arrangement is an arrangement where a CLEC leases space at an **SBC-13STATE** premises for the placement of equipment necessary for interconnection or access to **SBC-13STATE** UNEs.

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

1.1.33 **"Commission"** means the 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:

1.1.33.1 **the Arkansas Public Service Commission (AR-PSC);**
1.1.33.2 **Public Utilities Commission of the State of California (CA-PUC);**
1.1.33.3 **the Connecticut Department of Public Utility Control (DPUC);**
1.1.33.4 **the Illinois Commerce Commission (IL-CC);**
1.1.33.5 **the Indiana Utilities Regulatory Commission (IN-URC);**
1.1.33.6 **the Kansas Corporation Commission (KS-CC);**
1.1.33.7 **the Michigan Public Service Commission (MI-PSC);**
1.1.33.8 **the Missouri Public Service Commission (MO-PSC);**
1.1.33.9 **the Public Utilities Commission of Nevada (NV-PUC);**
1.1.33.10 **the Public Utilities Commission of Ohio (PUC-OH);**
1.1.33.11 **the Oklahoma Corporation Commission (OK-CC);**
1.1.33.12 **the Public Utility Commission of Texas (PUC-TX); and**
1.1.33.13 **the Public Service Commission of Wisconsin (PSC-WI).**

1.1.34 **"Common Channel Signaling"** (**CCS**) means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

1.1.35 **"Common Language Location Identifier**" (**CLLI**) codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.

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

1.1.37 **"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.

1.1.38 **"Custom Local Area Signaling Service Features"** (**CLASS**) means certain call-management service features that are currently available from **SBC-13STATE**'s local networks. These could include: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.1.39 **"Customer Name and Address Information" (CNA)** means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

1.1.40 **"Data Interexchange Carrier"** (**DIXC**) is a process designed to facilitate the reciprocal exchange of voice traffic load data between the **SBC-13STATE** and CLECs interconnecting with its network. This reciprocal exchange of data enables **SBC-13STATE** and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.

1.1.41 **"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:

1.1.41.1 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;

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

1.1.41.3 any Force Majeure Event.

1.1.42 **"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.

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

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

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

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

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

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

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

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

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

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

1.1.50 **"Exchange Message Interface"** (**EMI**) (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.

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

1.1.52 **"Feature Group A" (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.

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

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

1.1.55 **"Fiber Meet"** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

1.1.56 **"Foreign Exchange"** (**FX**) means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers "LECs", is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.

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

1.1.58 **"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.

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

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

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

1.1.62 **"Integrated Digital Loop Carrier"** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.

1.1.63 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

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

1.1.65 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.

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

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

1.1.68 **"Intermediate Distribution Frame"** (**IDF**) is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.

1.1.69 **"Internet Service Provider"** (**ISP**) is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.

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

1.1.71 **"Jurisdictional Identification Parameter"** (**JIP**) is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.

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

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

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

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

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

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

1.1.78 **"Local Exchange Routing Guide"** (**LERG**) is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.

1.1.79 **"Local Calls"**, for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. Local Calls must actually originate and actually terminate to parties physically located within the same common local or common mandatory local calling area.

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

1.1.81 **"Local Loop Transmission", "Unbundled Local Loop", "Loop"** means the transmission path which extends from the Network Interface Device or demarcation point at an End User's premise to the Main Distribution Frame or other designated frame or panel in the **SBC-13STATE** Serving Wire Center.

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

1.1.83 **"Location Routing Number (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

1.1.84 **"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.

1.1.85 **"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).

1.1.86 **"MECAB"** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum "OBF", which functions under the auspices of the Carrier Liaison Committee "CLC of the Alliance for Telecommunications Industry Solutions "ATIS". The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

1.1.87 **"MECOD"** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

1.1.88 **"Meet-Point Billing"** (**MPB**) refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

1.1.89 **"Multiple Bill/Single Tariff"** is a billing method used when Switched Exchange Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.

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

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

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

1.1.93 **"North American Numbering Plan"** (**NANP**) A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.

1.1.94 **"Numbering Plan Area"** (**NPA**) also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are

instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.

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

1.1.96 **"NXX" or "Central Office Code"** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.1.97 **"Ordering and Billing Forum"** (**OBF**) is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.

1.1.98 **"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.

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

1.1.100 "**Out of Exchange LEC (OE-LEC)"** means **<PACIFIC CENTREX SERVICES, INC.>** operating within **SBC-12STATE'S** incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's local exchange area.

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

1.1.102 **"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.

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

1.1.104 **"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.

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

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

1.1.107 **"Point of Interconnection"** (**POI**) is a physical location at which the Parties' networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.

1.1.108 **"Port**" is the point of interface/access connection to the **SBC-13STATE** public switched network. This may be a switch line side interface or switch trunk side interface.

1.1.109 **"Rate Center Area"** means the following in each applicable area:

1.1.109.1 **SBC MIDWEST REGION 5-STATE**

1.1.109.1.1 **"**Rate Center**"** means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

1.1.109.2 **SBC NEVADA**

1.1.109.2.1 "Rate Center" denotes the designated points, representing exchanges, (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in NV-PUC tariff A6.2.7.

1.1.109.3 **SBC CALIFORNIA**

1.1.109.3.1 "Rate Center" denotes the designated points, representing exchanges or district area (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the CA-PUC.A2, 2.1.1 Definition of Terms.

1.1.109.4 **SBC SNET**

1.1.109.4.1 "Rate Center means the specific geographic point and corresponding area that have been identified by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Exchange Services.

1.1.109.5 **SBC SOUTHWEST REGION 5-STATE**

1.1.109.5.1 "Rate Center" means an uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of interstate tariffs.

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

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

1.1.112 **"Routing Point"** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

1.1.113 "**SBC Communications Inc**." **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.1.114 **"SBC-2STATE" -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.1.115 **"SBC-4STATE" -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma, the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.1.116 **"SBC-7STATE" -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.1.117 **"SBC-8STATE"** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.1.118 **"SBC-10STATE"** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.119 **"SBC-12STATE"** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.120 **"SBC-13STATE"** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.121 **"SBC ARKANSAS" -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.1.122 **"SBC CALIFORNIA" –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/ba/ SBC California, the applicable SBC-owned ILEC doing business in California.

1.1.123 **"SBC KANSAS"** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.1.124 **"SBC ILLINOIS" -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.1.125 **"SBC INDIANA" -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company, Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.1.126 **"SBC MICHIGAN" -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.1.127 **"SBC MIDWEST REGION 5-STATE"** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.1.128 **"SBC MISSOURI" -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.1.129 **"SBC NEVADA" –** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.1.130 **"SBC OHIO" -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.1.131 **"SBC OKLAHOMA" -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.1.132 **"SBC SNET" -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.1.133 **"SBC SOUTHWEST REGION 5-STATE"** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.1.134 **"SBC TEXAS"** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.1.135 **"SBC WISCONSIN" -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

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

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

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

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

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

1.1.141 **"Signal Transfer Point"** (**STP**) performs a packet switching function that routes signaling messages among Service Switching Points (**SSP**), Service Control Points (**SCP**), Signaling Points (**SP**), and other STPs in order to set up calls and to query databases for Advanced Services.

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

1.1.143 **"State Abbreviation"** means the following:

1.1.143.1 "AR" means Arkansas
1.1.143.2 "CA" means California
1.1.143.3 "CT" means Connecticut
1.1.143.4 "IL" means Illinois
1.1.143.5 "IN" means Indiana
1.1.143.6 "KS" means Kansas
1.1.143.7 "MI" means Michigan
1.1.143.8 "MO" means Missouri
1.1.143.9 "NV" means Nevada
1.1.143.10 "OH" means Ohio
1.1.143.11 "OK" means Oklahoma
1.1.143.12 "TX" means Texas
1.1.143.13 "WI" means Wisconsin

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

1.1.145 **"Switched Exchange Access Service"** means the offering of transmission or switching cervices to Telecommunications Carriers for the purpose of the origination or termination of

telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

1.1.146 **"Synchronous Optical Network"** (**SONET**) is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

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

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

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

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

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

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

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

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

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

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

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

1.1.158 **"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.

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

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

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

1.2 Definitions Applicable to **SBC-12STATE** Only

1.2.1 **"Main Distribution Frame"** (**MDF**) is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.

1.2.2 **"Serving Wire Center"** (**SWC**) means a Wire Center that serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of presence is located.

1.2.3 **"Universal Digital Loop Carrier"** (**UDLC**) describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.

1.3 Definitions Applicable to **SBC-7STATE** Only

1.3.1 **"Line Side"** refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.

1.4 Definitions Applicable to **SBC MIDWEST REGION 5-STATE** Only

1.4.1 **"Line Side"** refers to the switch port toward the CLEC's side of the equipment.

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

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

2.2 Headings Not Controlling

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

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

2.3 Referenced Documents

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

2.4 References

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

2.5 Tariff References

2.5.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to the CLEC and only the SBC13-STATE ILEC(s) that operates within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

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 SOUTHWEST REGION 5-STATE**'s retail tariffs, the term "customer" means the ultimate "consumer" or the "end user" of any tariffed service.

2.6 Conflict in Provisions

2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

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

2.6.3 In **SBC 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 **SBC SNET**, such DPUC-ordered tariffs will prevail.

2.7 Joint Work Product

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

2.8 Severability

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

2.9 Incorporation by Reference

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

incorporated by reference herein and deemed a part of every Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; assurance of payment; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; hazardous substances and responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; customer inquiries; expenses; conflict of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

2.10 Non-Voluntary Provisions

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

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

2.11 State-Specific Rates, Terms and Conditions

2.11.1 For ease of administration, this multistate Agreement contains certain specified rates, terms and conditions which apply only in a designated state ("**state-specific terms**"). To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.

2.11.2 State-specific terms, as the phrase is described in Section 2.11.1 above, have been negotiated (or in the case of 2.10.2 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.

2.12 Scope of Obligations

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

2.12.1.1 the specific operating area(s) or portion thereof in which **SBC-13STATE** is then deemed to be the ILEC under the Act (**the "ILEC Territory"**), and only to the extent that the CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory; and

2.12.1.2 assets that **SBC-13STATE** owns or leases and which are used in connection with **SBC-13STATE**'s provision to CLEC of any Interconnection, Resale Services, Unbundled 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"**).

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

2.13 Affiliates

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

2.14 This Agreement sets forth the terms and conditions pursuant to which **SBC-13STATE** agrees to provide CLEC with access to UNEs, Collocation and Resale in **SBC-13STATE**'s incumbent local exchange areas for the provision of CLEC's Telecommunications Services ((Act, Section 251(c)). The Parties acknowledge and agree that **SBC-13STATE** is only obligated to make available UNEs, Collocation and Resale to CLEC in **SBC-13STATE**'s incumbent local exchange areas. **SBC-13STATE** has no obligation to provide UNEs, Collocation and Resale to CLEC for the purposes of CLEC providing and/or extending service outside of **SBC-13STATE**'s incumbent local exchange areas. In addition, **SBC-13STATE** is not obligated to provision UNEs, Collocation and Resale or provide any other rights under Section 251 (c) of the Act outside of **SBC-13STATE**'s incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Interconnection Agreement, and any associated provisions set in the Attachments, Appendices, Schedules and/or Exhibits in the CLEC's current Interconnection Agreement (including but not limited to the associated UNE, Collocation and Resale rates set forth in this Agreement), shall only apply and be available to CLEC for provisioning services within an **SBC-13STATE** incumbent local exchange area(s) in the State in which the CLEC's Interconnection Agreement has been approved by the Commission and is in effect.

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

3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the **"Network Disclosure Rules"**).

4. GENERAL RESPONSIBILITIES OF THE PARTIES

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

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

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

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

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

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

4.6.1 **SBC CALIFORNIA** 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 **SBC CALIFORNIA**'s LIDB.

4.6.2 **SBC NEVADA** does not have a line information database and/or Calling Name database. Line Information Database services can be purchased from **SBC CALIFORNIA**.

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

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

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

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

4.7.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.7 through 4.7.3 of this Agreement.

4.7.5 The Parties agree that companies affording the insurance coverage required under Section 4.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

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

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

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

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

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

4.7.8 This Section 4.7 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

4.8 Simultaneously with CLEC's execution of this Agreement, CLEC shall insert the appropriate it's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or Unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services on the signature page of this Agreement and provide **SBC-13STATE** with a copy.

4.9 Assignment

4.9.1 CLEC may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of **SBC-13STATE**; provided that CLEC may assign or transfer this Agreement to its Affiliate by providing ninety (90) calendar days' prior written notice to **SBC-13STATE** of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to a separate agreement with **SBC-13STATE** under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio.

4.9.2 As a minimum 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 5, CLEC agrees that any change, modification or other activity required for **SBC-13STATE** to accommodate or recognize the successor to or assignee of CLEC shall be a CLEC Change and shall be subject to Section 4.12, below. **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.

4.9.3 In the event that CLEC makes any corporate name change (whether it involves a merger, consolidation, assignment or transfer, and 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) days of the first action taken to implement such CLEC Change. Within thirty (30) days following receipt of that notice, the Parties shall negotiate rates to compensate **SBC-13STATE** for the expenses to be incurred by **SBC-13STATE** to make the CLEC Change to the applicable **SBC-13STATE** databases, systems, records and/or recording announcement(s) for CLEC branded/repair calls. In addition, CLEC shall compensate **SBC-13STATE** for any service order charges and/or service request charges associated with such CLEC Change. **SBC-13STATE**'s agreement to implement a CLEC Change is conditioned upon CLEC's agreement to pay all reasonable charges billed to CLEC for such CLEC Change.

4.9.4 For purposes of this paragraph, if **SBC-13STATE** directly or indirectly (including without limitation through a transfer of control or by operation of law) sells, exchanges, swaps, assigns or transfers ownership or control of all or any portion of its telephone exchanges that are covered by this Agreement to any purchaser, operator or other transferee (collectively, a "Transfer"), and such Transfer would negatively affect CLEC's ability to serve its then-existing End Users within such telephone exchanges pursuant to this Agreement (excluding any effect on the costs to CLEC to serve its then-existing End Users), such a Transfer shall be considered a transfer subject to this paragraph [and governed by the consent language], unless it is approved by the Commission, in which case it shall not be considered subject to this paragraph.

4.9.5 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.

4.10 When a End User changes its service provider from **SBC-13STATE** to CLEC or from CLEC to **SBC-13STATE** and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement **("Referral Announcement")** on the original telephone number that specifies the End User's new telephone number.

4.10.1 The following pertains to **SBC ILLINOIS**, **SBC WISCONSIN** and **SBC CALIFORNIA** only:

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

4.10.2 The following applies to **SBC INDIANA** only:

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

4.10.3 The following applies to **SBC MICHIGAN** only:

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

4.10.4 The following applies to **SBC OHIO** only:

4.10.4.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

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

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

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

4.14 The Parties acknowledge and agree that they do not intend to include products and services in this Agreement that do not have corresponding rates and charges. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement without an associated rate or charge, the Parties agree that they will agree

upon a rate or charge to include in this Agreement before the product or service is provided or performed. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.

5. EFFECTIVE DATE, TERM, AND TERMINATION

5.1 In **SBC-13STATE,** with the exception of **SBC OHIO**, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In **SBC OHIO**, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.

5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on February 15, 2005, provided; however, should CLEC implement (i.e. provided assurance of payment, ordered facilities, and submitted ASRs for trunking) this Agreement within six (6) months of the Effective Date, then this Agreement will automatically renew for one additional year and expire on February 15, 2006 (the **"Term**"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.

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

5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.

5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3, 5.4 or 23.2:

5.5.1 Each Party shall continue to comply with its obligations set forth in Section 42; and

5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 8.4 hereof;

5.5.3 Each Party's confidentiality obligations shall survive; and

5.5.4 Each Party 's indemnification obligations shall survive.

5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide **SBC-13STATE** written confirmation if CLEC wishes to pursue a successor agreement with **SBC-13STATE** or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with **SBC-13STATE**, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **SBC-13STATE** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

5.7 If written notice is not issued pursuant to Section 5.2, 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.

5.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with **SBC-13STATE** for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following **SBC-13STATE**'s receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.

5.9 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with **SBC-13STATE** in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the SBC-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.

5.10 In the event of termination of this Agreement pursuant to Section 5.9, **SBC-13STATE** and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

6. END USER FRAUD

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

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

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

6.4 **SBC-10STATE**, **SBC CALIFORNIA,** and **SBC SNET** will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. **SBC CALIFORNIA** will provide such alert messages by e-mail. **SBC-10STATE** and **SBC SNET** will provide via fax.

6.4.1 **SBC SOUTHWEST REGION 5-STATE** (on behalf of itself and **SBC SNET**) and **SBC CALIFORNIA** will use a Fraud Monitoring System to determine suspected occurrences of ABS-related fraud for CLEC using the same criteria **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** use to monitor fraud on their respective accounts.

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

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

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

6.5 In **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** ABS-related alerts are provided to CLEC at no additional charge, except as related in 6.6 below.

6.6 In **SBC CALIFORNIA** 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. For terms and conditions for TARS, see Appendix Resale.

7. ASSURANCE OF PAYMENT

7.1 Upon request by **SBC-13STATE**, CLEC will provide **SBC-13STATE** with adequate assurance of payment of amounts due (or to become due) to **SBC-13STATE**.

7.2 Assurance of payment may be requested by **SBC-12STATE** if:

7.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to **SBC-13STATE** for charges incurred as a CLEC; or

7.2.2 in **SBC-12STATE**'s reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or

7.2.3 CLEC fails to timely pay a bill rendered to CLEC by **SBC-12STATE** (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 9.3); or

7.2.4 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

7.3 Unless otherwise agreed by the Parties, the assurance of payment will, at **SBC-12STATE**'s option, consist of

7.3.1 a cash security deposit in U.S. dollars held by **SBC-12STATE** ("Cash Deposit") or

7.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to **SBC-12STATE** naming the SBC-owned ILEC(s) designated by **SBC-12STATE** as the

beneficiary(ies) thereof and otherwise in form and substance satisfactory to **SBC-12STATE** ("Letter of Credit").

7.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by **SBC-12STATE**, for the Interconnection, Resale Services, Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by **SBC-12STATE** under this Agreement.

7.3.3.1 Notwithstanding anything else set forth in this Agreement, **SBC SOUTHWEST REGION 5-STATE** will not request assurance of payment of charges reasonably anticipated by **SBC SOUTHWEST REGION 5-STATE** to be incurred in Arkansas in an amount that would exceed one (1) month's projected bill for CLEC's initial market entry; provided, however, that after three (3) months of operation, **SBC SOUTHWEST REGION 5-STATE** may request assurance of payment of charges reasonably anticipated by **SBC SOUTHWEST REGION 5-STATE** to be incurred in Arkansas in an amount not to exceed two times projected average monthly billing to CLEC.

7.3.3.2 Notwithstanding anything else set forth in this Agreement, **SBC SOUTHWEST REGION 5-STATE** will not request assurance of payment of charges reasonably anticipated by **SBC SOUTHWEST REGION 5-STATE** to be incurred in Oklahoma in an amount that would exceed two times projected average monthly billing to CLEC.

7.4 To the extent that **SBC-12STATE** elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.

7.5 A Cash Deposit will accrue interest, however, **SBC-12STATE** will not pay interest on a Letter of Credit.

7.6 **SBC-12STATE** may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:

7.6.1 CLEC owes **SBC-12STATE** undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or

7.6.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or

7.6.3 The expiration or termination of this Agreement.

7.7 If **SBC-12STATE** draws on the Letter of Credit or Cash Deposit, upon request by **SBC-12STATE**, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 7.3.

7.8 Notwithstanding anything else set forth in this Agreement, if **SBC-12STATE** makes a request for assurance of payment in accordance with the terms of this Section, then **SBC-12STATE** shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished **SBC-12STATE** with the assurance of payment requested; provided, however, that **SBC-12STATE** will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.

7.8.1 If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, **SBC-12STATE** may also invoke the provisions set forth in Section 9.5 through Section 9.7.

7.9 The fact that a Cash Deposit or Letter of Credit is requested by **SBC-12STATE** shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

7.10 For adequate assurance of payment of amounts due (or to become due) to **SBC SNET**, see the applicable DPUC ordered tariff.

8. BILLING AND PAYMENT OF CHARGES

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

8.1.1 Remittance in full of all bills rendered by **SBC-10STATE** and **SBC CALIFORNIA** is due within thirty (30) calendar days of each bill date (the **"Bill Due Date"**). Payment must be made in accordance with the terms set forth in Section 8.3 of this Agreement.

8.1.2 Remittance in full of all bills rendered by **SBC NEVADA** is due in accordance with the terms set forth in the Commission C2-A Tariff, with the date on which amounts are due referred to herein as the **"Bill Due Date."**

8.1.3 Remittance in full of all bills rendered by **SBC SNET** is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the **"Bill Due Date."**

8.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the **"Bill Due Date"**).

8.1.5 If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to **SBC-12STATE** as of the Bill Due Date (individually and collectively, **"Past Due"**), then a late payment charge will be assessed as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.

8.1.5.1 If any charge incurred under this Agreement that is billed out of any **SBC-8STATE** billing system other than the **SBC SOUTHWEST REGION 5-STATE** Customer Records Information System (CRIS) is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable **SBC-8STATE** intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any **SBC-8STATE** billing system other than **SBC SOUTHWEST REGION 5-STATE**'s CRIS will comply with the process set forth in the applicable **SBC-8STATE** intrastate access services tariff for that state.

8.1.5.2 If any charge incurred under this Agreement that is billed out of **SBC SOUTHWEST REGION 5-STATE**'s CRIS is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied to **SBC SOUTHWEST REGION 5-STATE** CRIS-billed Past Due unpaid amounts will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC SOUTHWEST REGION 5-STATE** intrastate retail tariff governing Late Payment Charges to **SBC SOUTHWEST REGION 5-STATE**'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 SOUTHWEST REGION 5-STATE**'s CRIS will be governed by the **SBC SOUTHWEST REGION 5-STATE** intrastate retail tariff governing Late Payment Charges to **SBC SOUTHWEST REGION 5-STATE**'s retail End Users that are business End Users in that state.

8.1.5.3 If any charge incurred under this Agreement that is billed out of any **SBC MIDWEST REGION 5-STATE** billing system is Past Due, the unpaid amounts will accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.

8.2 If any charge incurred by **SBC-13STATE** under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC-13STATE** intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

8.3 CLEC shall make all payments to **SBC-12STATE** via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SBC-12STATE**. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC must use the CCD+ or the CTX transaction set. CLEC and **SBC-12STATE** will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by **SBC-12STATE** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC-12STATE** is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

8.3.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CLEC is responsible for any Late Payment Charges resulting from CLEC's failure to use electronic funds credit transfers through the ACH network.

8.3.2 CLEC must make all payments to **SBC SNET** in "immediately available funds." All payments to **SBC SNET** must be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SBC SNET**. If CLEC makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If CLEC makes payment through funds transfer via the ACH network, CLEC must use the CCD+ or the CTX transaction set. CLEC and **SBC SNET** will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment must be received by **SBC SNET** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC SNET** is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

8.4 If any portion of an amount due to a Party (the **"Billing Party"**) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **"Non-Paying Party"**) must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes **("Disputed Amounts")** and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. The Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.

8.5 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 8.1.5.

8.6 Requirements to Establish Escrow Accounts.

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

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

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

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

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

8.6.2.1 The escrow account must be an interest bearing account;

8.6.2.2 all charges associated with opening and maintaining the escrow account will be borne by the disputing Party;

8.6.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;

8.6.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and

8.6.2.5 disbursements from the escrow account will be limited to those:

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

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

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

8.6.3 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 8.1.5.

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

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

8.7.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;

8.7.1.1 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;

8.7.1.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and

8.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 8.1.5.

8.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 8.7.1.1 and Section 8.7.1.3 are completed within the times specified therein.

8.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.7 shall be grounds for termination of the Interconnection, Resale Services, Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.

8.9 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

8.9.1 Each additional copy of any bill provided for billing from **SBC SOUTHWEST REGION 5-STATE**'s CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.

8.9.2 Bills provided to CLEC from **SBC SOUTHWEST REGION 5-STATE**'s CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.

8.10 Exchange of Billing Message Information

8.10.1 **SBC-13STATE** will provide CLEC a specific Daily Usage File (**"DUF" or "Usage Extract"**) for Resale Services and Unbundled Network Element usage sensitive services provided hereunder (**"Customer Usage Data"**). Such Customer Usage Data will be provided by **SBC-13STATE** in accordance with Exchange Message Interface **(EMI)** guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each SBC-owned ILEC. The DUF will include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Unbundled 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 Unbundled Network Elements provided by **SBC-13STATE**. Procedures and processes for implementing the interfaces with **SBC-13STATE** will be included in implementation requirements documentation.

8.10.2 To establish file transmission for the Daily Usage File, CLEC must provide to **SBC-13STATE** a separate written request for each state no less than sixty (60) calendar days prior to the desired first transmission date for each file.

8.10.3 Unless otherwise specified in Appendix Message Exchange, call detail for LEC-carried calls that are alternately billed to CLEC End Users lines provided by **SBC-13STATE** through Resale or Unbundled Network Elements will be forwarded to CLEC as rated call detail on the DUF.

8.10.4 **SBC SOUTHWEST REGION 5-STATE** will bill CLEC for Usage Extract furnished by **SBC SOUTHWEST REGION 5-STATE** in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information."

8.10.5 Interexchange call detail on Resale Services or Unbundled 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 Unbundled Network Elements (ports) will be passed through when **SBC-13STATE** records the message.

8.10.6 **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** Ancillary Services messages originated on or billed to a Resale Service or Unbundled Network Element (port) in those seven (7) states are subject to the rates, terms and conditions of Appendix MESSAGE EXCHANGE.

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

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

9.1 If a Party is furnished Interconnection, Resale Services, Unbundled Network Elements, Collocation, functions, facilities, products and services under the terms of this Agreement in more than one (1) state, Sections 9.1 through 9.7, inclusive, shall be applied separately for each such state.

9.2 Failure to pay charges shall be grounds for disconnection of Interconnection, Resale Services, Unbundled Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges **("Unpaid Charges"),** and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Interconnection, Resale Services, Unbundled Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.

9.2.1 **SBC INDIANA** will also provide any written notification to the Indiana Utility Regulatory Commission as required by rule 170 IAC 7-6.

9.2.2 **SBC KANSAS** will also provide any written notification to the Kansas Corporation Commission as required by Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

9.2.3 **SBC MISSOURI** will also provide any written notification to the Missouri Public Service Commission as required by Rule 4 CSR 240-32.120.

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

9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed **("Disputed Amounts")** and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; and

9.3.2 pay all undisputed Unpaid Charges to the Billing Party; and

9.3.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 8.4; and

9.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section 8.4 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 10.

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

9.5 **SBC-12STATE**

9.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 9.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 within the time specified in Section 9.3, (c) timely furnish any assurance of payment requested in accordance with Section 7 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:

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

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

9.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 9.5.1, Section 9.5.1.1 and Section 9.5.1.2:

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

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

9.6 **SBC MIDWEST REGION 5-STATE only**

9.6.1 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,

9.6.1.1 cancel any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

9.6.1.2 discontinue providing any Interconnection, Resale Services, Unbundled Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.

9.6.1.2.1 Notwithstanding any inconsistent provisions in this Agreement, discontinuance of service by **SBC INDIANA** will comply with Indiana Utility Regulatory Commission rule 170 IAC 7-6.

9.6.1.2.2 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of discontinuance of service.

9.6.1.2.3 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.

9.7 **SBC-7STATE only**

9.7.1 Any demand provided by **SBC-7STATE** to CLEC under Section 9.5.1 will further specify that upon disconnection of CLEC, **SBC-7STATE** will cause CLEC's End Users that are provisioned through Resale Services to be transferred to **SBC-7STATE** local service.

9.7.1.1 A copy of the demand provided to CLEC under Section 9.7.1 will be provided to the Commission.

9.7.2 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,

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

9.7.2.2 disconnect any Interconnection, Resale Services, Unbundled Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.

9.7.2.2.1 Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by **SBC KANSAS** will comply with Kansas Corporation Commission Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

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

9.7.3.1 Notwithstanding any inconsistent provisions in this Agreement, the transfer of Resale End Users to **SBC MISSOURI** will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.

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

9.7.3.3 Conversion charges and service establishment charges for transferring Resale End Users to **SBC-7STATE** as specified in Section 9.7.3 will be billed to CLEC.

9.7.3.4 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of disconnection of service in compliance with Section 9.7.2. **SBC-7STATE** has no liability to CLEC or CLEC's End Users in the event of disconnection of service to CLEC and the transfer of any Resale End Users to **SBC-7STATE** local service in connection with such disconnection.

9.7.4 Within five (5) calendar days following the transfer, **SBC-7STATE** will notify each transferred Resale End User that because of CLEC's failure to pay **SBC-7STATE**, the End User's local service is now being provided by **SBC-7STATE**. This notice will also advise each transferred Resale End User that the End User has thirty (30) calendar days from the date of transfer to select a new Local Service Provider.

9.7.4.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Missouri Resale End Users will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.

9.7.4.1.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Kansas Resale End Users will comply with Kansas Corporation Commission Order No. 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

9.7.5 The transferred Resale End User shall be responsible for any and all charges incurred during the selection period other than those billed to CLEC under Section 9.7.3.3.

9.7.6 If any Resale End User transferred to **SBC-7STATE**'s local service under Section 9.7.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer, **SBC-7STATE** may terminate the transferred Resale End User's service.

9.7.6.1 **SBC-7STATE** will notify the Commission of the names of all transferred Resale End Users whose local service was terminated pursuant to Section 9.7.5.

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

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

9.8 **SBC SNET only**

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

10. DISPUTE RESOLUTION

10.1 Finality of Disputes

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

10.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.

10.2 Alternative to Litigation

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

10.3 Commencing Dispute Resolution

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

10.3.1.1 Service Center (**SBC MIDWEST REGION 5-STATE**), LSC (**SBC-7STATE**) or LEC-C (**SBC SNET**);

10.3.1.2 Informal Dispute Resolution; and

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

10.4 LSC/ Service Center/LEC-C Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to **SBC-13STATE** for Disputed Amounts must be made on the "13 Billing Claims Dispute Form".

10.4.1 If the written notice given pursuant to Section 10.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center [**SBC MIDWEST REGION 5-STATE** Service Center; **SBC-7STATE** Local Service Center **(LSC)**; **SBC SNET** Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall furnish **SBC-13STATE** written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question

and (vii) the reason that CLEC disputes the billed amount. To be deemed a "dispute" under this Section 10.4, CLEC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 8.4 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Unbundled Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 10.4.1 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC's irrevocable and full waiver of its right to dispute the subject charges.

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

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

10.4.4 Any notice of Disputed Amounts given by **SBC-13STATE** to CLEC pursuant to Section 10.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that **SBC-13STATE** disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided **SBC-13STATE**, furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, CLEC will notify **SBC-13STATE** of the status of the dispute and the expected resolution date.

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

10.5 Informal Resolution of Disputes

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

10.6 Formal Dispute Resolution

10.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 10.5, then either Party may invoke the formal Dispute Resolution procedures described in this Section 10.6. Unless agreed among all Parties, formal Dispute Resolution procedures,

including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 10.3.

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

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

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

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

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

10.6.4.2 Actions to compel compliance with the Dispute Resolution process.

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

10.7 Arbitration

10.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in **Dallas, Texas (SBC SOUTHWEST REGION 5-STATE); Chicago, Illinois (SBC MIDWEST REGION 5-STATE), San Francisco, California (SBC CALIFORNIA); Reno, Nevada (SBC NEVADA)**; **or New Haven, Connecticut (SBC 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. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

11. AUDITS – Applicable in SBC-12STATE only

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

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

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

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

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

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

11.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

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

11.2 Audits - **SBC SNET** only

11.2.1 Except as provided in Appendix Compensation, **SBC 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 **SBC SNET**, CLEC and all other CLECs doing business with **SBC 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 **SBC SNET**'s billing and invoicing.

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

11.2.3 **SBC 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 **SBC SNET** by CLEC, the underpayment shall be reflected in CLEC's invoice for the first full billing cycle after the audit report is issued. **SBC 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 **SBC SNET**, however, **SBC SNET** shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and CLEC shall pay interest for the number of calendar days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to **SBC SNET**.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

13. LIMITATION OF LIABILITY

13.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a

violation of a statute, including the Act, shall not exceed in total the amount **SBC-13STATE** or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.

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

13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Unbundled 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, Unbundled Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 13.3.

13.4 Neither CLEC nor **SBC-13STATE** shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 14 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 13.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party (**"Indemnifying Party"**) hereby releases and holds harmless the other Party (**"Indemnitee"**) (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.

13.5 **SBC-13STATE** shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Unbundled 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, Unbundled Network Elements, functions, facilities, products or services when used in an explosive atmosphere.

13.6 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to **SBC-13STATE** under this Agreement, including any errors or omissions occurring in CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.

13.7 **SBC-13STATE** shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.

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

14. INDEMNITY

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

14.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the **"Indemnifying Party"**) shall release, defend and indemnify the other Party (the **"Indemnified Party"**) and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct **("Fault")** of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

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

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

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

14.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Unbundled 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, Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement.

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

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

14.4.1.2.2 no infringement would have occurred without such modification.

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

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

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

14.5.1.1 **SBC-13STATE** agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each UNE necessary for CLEC to use such UNE in the same manner as **SBC-13STATE**.

14.5.1.2 **SBC-13STATE** shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any UNE in a different manner than used by **SBC-13STATE**.

14.5.1.3 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, **SBC-13STATE** shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to **SBC-13STATE** under the vendor contract and the terms of the contract (excluding cost terms). **SBC-13STATE** shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

14.5.1.4 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 14.5.1.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the UNE to which the Intellectual Property rights relate and apportioned to all requesting carriers using that UNE including **SBC-13STATE**.

14.5.2 **SBC-13STATE** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Unbundled 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 UNEs are vendor licenses and warranties and are a part of the Intellectual Property rights **SBC-13STATE** agrees in Section 14.5.1.1 to use its best efforts to obtain.

14.5.3 **SBC-13STATE** does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with **SBC-13STATE**'s network and unbundling and/or combining **SBC-13STATE**'s Unbundled 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 UNEs shall be vendor's indemnities and are a part of the Intellectual Property rights **SBC-13STATE** agrees in Section 14.5.1.1 to use its best efforts to obtain.

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

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

14.8 Indemnification Procedures

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

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

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

14.8.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense,

the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

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

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

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

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

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

15. PERFORMANCE MEASURES

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

16. INTELLECTUAL PROPERTY

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

17. NOTICES

17.1 Subject to Section 17.2, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be

17.1.1 delivered personally;

17.1.2 delivered by express overnight delivery service;

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

17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in sections 17.1.1, 17.1.2, or 17.1.3.

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

17.1.5.1 the date of actual receipt,

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

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

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

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	**CLEC CONTACT**	**SBC-13STATE CONTACT**
NAME/TITLE	M. Devin Semler President	Contract Management ATTN: Notices Manager
STREET ADDRESS	6855 Tujunga Avenue	311 S. Akard, 9th Floor Four SBC Plaza
CITY, STATE, ZIP CODE	North Hollywood, CA 91605	Dallas, TX 75202-5398
FACSIMILE NUMBER	818-623-2301	214-464-2006

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

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

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

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

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

17.6 **SBC SOUTHWEST REGION 5-STATE only:**

17.6.1 **SBC SOUTHWEST REGION 5-STATE** shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and Unbundled Network Elements under this Agreement; CLEC shall provide **SBC SOUTHWEST REGION 5-STATE** with a toll free facsimile

number for notices from **SBC SOUTHWEST REGION 5-STATE** relating to requests for Resale Services and Unbundled Network Elements under this Agreement.

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

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

19. NO LICENSE

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

20. CONFIDENTIALITY

20.1 Both Parties agree to treat Proprietary Information received from the other in accordance with the provisions of Section 222 of the Act.

20.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:

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

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

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

20.2.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

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

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

20.2.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

21. INTERVENING LAW

21.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights 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: 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, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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 on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001; and 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 (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), **SBC-13STATE** 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. The preceding includes without limitation that **SBC-13STATE** shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving **SBC-13STATE** network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. Except to the extent that **SBC-13STATE** has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an **SBC-13STATE** state 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-13STATE**'s right to exercise its option at any time to adopt on a date specified by **SBC-13STATE** 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/or otherwise affects the rights or obligations of either Party that are addressed by this 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 addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, **SBC ILLINOIS** shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and **SBC ILLINOIS** will issue any

adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other 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.

22. GOVERNING LAW

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

23. REGULATORY APPROVAL

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

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

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

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

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

24.1.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that

is, its place of business or domicile), **SBC-12STATE** is free to reclaim the UNE 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 **SBC 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. **SBC SNET**'s wholesale tariff, Section 18, further documents requirements for Local Exchange Carrier changes and required End User authorizations.

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

25. COMPLIANCE AND CERTIFICATION

25.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

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

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

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

26. LAW ENFORCEMENT

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

26.1.1 Intercept Devices:

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

26.1.2 Subpoenas:

26.1.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the Requesting Party with an indication that the other Party is the responsible company, unless the subpoena

requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.

26.1.3 Emergencies:

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

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

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

27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

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

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

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

29. INTENTIONALLY LEFT BLANK

30. SUBCONTRACTING

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

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

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

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

30.5 Any subcontractor that gains access to Customer Proprietary Network Information ("**CPNI**") or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

31. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

31.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.

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

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

31.4 For the purposes of this agreement, "Hazardous Substances" means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.

31.5 For the purposes of this agreement, "Environmental Hazard" means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

31.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into (i) the work location, or (ii) other environmental media, including but not limited to, the air, ground or surface water, or soil.

32. FORCE MAJEURE

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

33. TAXES

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

33.2 CLEC acknowledges and agrees that it is required to comply with Chapter 283 of the Texas Local Government Code, as it may be amended from time to time, and the reporting and compensation requirements of Subchapter R of the P.U.C. Substantive Rules – Chapter 26, Applicable to

Telecommunications Service Providers, as they may be amended from time to time. With respect to municipal fees charged pursuant to Chapter 283, Tex. Loc. Gov't Code, CLEC agrees that it will directly report its access lines to the Texas Public Utility Commission, will remit the related payments to municipalities, and will otherwise comply with Chapter 283 and applicable P.U.C rules, as they may be amended from time to time.

33.3 With respect to any purchase of Interconnection, Resale Services, Unbundled 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: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

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

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

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

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

33.8 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a)

furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

33.9 With respect to any Tax or Tax controversy covered by this Section 34, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

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

34. NON-WAIVER

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

35. NETWORK MAINTENANCE AND MANAGEMENT

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

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

35.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

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

35.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the

other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

35.6 Neither Party shall use any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of **SBC-13STATE**, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

36. SIGNALING

36.1 **SBC-12STATE** will provide SS7 signaling on interswitch calls originating from an ULS port pursuant to Appendix UNE, Section 12 Shared Transport. All other use of SS7 signaling is pursuant to the access tariff.

37. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

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

38. CUSTOMER INQUIRIES

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

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

38.2.1 Provide the number described in Section 38.1 to callers who inquire about the other Party's services or products; and

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

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

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

39. EXPENSES

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

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

connection with this Agreement. Upon receipt of CLEC's check, the Agreement will be processed for filing with the Commission.

40. CONFLICT OF INTEREST

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

41. SURVIVAL

41.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 5.5; Section 5.6, Section 7.3; Section 8.1; Section 8.4; Section 8.5; Section 8.6; Section 8.7; Section 8.8; Section 10, Section 11; Section 13; Section 14; Section 15; Section 16.1; Section 18; Section 19; Section 20; Section 22; Section 25.4; Section 26.1.3; Section 32; Section 34 and Section 42.

42. SCOPE OF AGREEMENT

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

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

43. AMENDMENTS AND MODIFICATIONS

43.1 Except as otherwise provided for in this Agreement, 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; and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment. **SBC-12STATE** and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.

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

44. APPENDICES INCORPORATED BY REFERENCE

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

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

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

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

44.3 DATABASE ACCESS

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

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

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

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

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

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

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

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

44.7 OTHER SERVICES

44.7.1 911 and E911 Services

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

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

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

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

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

understands that, based on **SBC-13STATE**'s prior experience with CLEC implementation of 911, these steps require a minimum of sixty (60) days.

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

44.7.2 AIN

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

44.7.3 Directory Assistance (DA)

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

44.7.4 Hosting

44.7.4.1 At CLEC's request, **SBC-10STATE** 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-10STATE**'s internal network or the nationwide CMDS network pursuant to the applicable Appendix HOST, which **is/are** attached hereto and incorporated herein by reference.

44.7.5 Operator Services (OS)

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

44.7.6 Signaling System 7 Interconnection

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

44.7.7 Publishing and Directory

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

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

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

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

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

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

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

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

44.7.11.1 Pursuant to the applicable Appendix UNE, which **is/are** attached hereto and incorporated herein by reference, **SBC-13STATE** will provide CLEC access to UNEs for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto. CLEC agrees to provide access to its Network Elements to **SBC-13STATE** under the same terms, conditions and prices contained herein and in the applicable Appendices hereto.

45. AUTHORITY

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

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

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

46. COUNTERPARTS

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

47. ENTIRE AGREEMENT

47.1 **SBC-12STATE**

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

47.2 **SBC SNET**

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

48. SELECTION OF BILLING OPTIONS

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

SBC-13STATE Agreement
Signatures

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

CLEC's STATE-SPECIFIC:

FACILITIES-BASED OCN # _____

RESALE OCN # _____

ACNA _____

PACIFIC CENTREX SERVICES, INC.

Signature: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

Signature: _____

Name: _____
(Print or Type)

Title: For/ Senior Vice President - Industry Markets and Diversified Businesses

Date: _____

APPENDIX DA

TABLE OF CONTENTS

1. INTRODUCTION....3
2. SERVICES....4
3. DEFINITIONS....5
4. CALL BRANDING....6
5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION....7
6. RESPONSIBILITIES OF THE PARTIES....7
7. METHODS AND PRACTICES....8
8. PRICING....8
9. MONTHLY BILLING....8
10. LIABILITY....8
11. TERMS OF APPENDIX....9
12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS....9

APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for switched-based CLEC's or CLEC's leasing unbundled switched-ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICES

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

2.1.1 DIRECTORY ASSISTANCE (DA)

2.1.1.1 Consists of providing subscriber listing information (address, and published telephone number or an indication of "non-published status") for the home NPA and/or local/intraLATA serving area where available to CLEC's End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212 or other dialing arrangement.

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

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

2.1.3 NATIONAL DIRECTORY ASSISTANCE (NDA)

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

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

2.1.4 BUSINESS CATEGORY SEARCH (BCS**)**

2.1.4.1 **SBC SOUTHWEST REGION 5-STATE –** A service which will provide CLEC End Users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

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

2.1.5 REVERSE DIRECTORY ASSISTANCE (RDA)

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

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

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

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

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

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

4. CALL BRANDING

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

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

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

4.1.1.1.1 **SBC SNET** – Where **SBC SNET** provides Operator Services (OS) and DA services on behalf of CLEC, the CLEC must provide separate trunk groups for OS and DA. Each trunk group will require separate branding announcements. Where **SBC SNET** is only providing DA service on behalf of the CLEC, the CLEC's calls will be branded.

4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

4.1.1.3 **SBC-13STATE -** CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create the CLEC's specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.1.4 A CLEC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 Branding Load Charges:

4.1.1.5.1 **SBC SOUTHWWEST REGION 5-STATE -** 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 SOUTHWEST REGION 5-STATE** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC SOUTHWEST REGION 5-STATE** unbundled local switching.

4.1.1.5.2 **SBC-2STATE –** An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.1.5.3 **SBC SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.1.5.4 **SBC MIDWEST REGION 5-STATE –** An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every DA call handled by **SBC MIDWEST REGION 5-STATE** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC MIDWEST REGION 5-STATE** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.1.1.5.5 Silent branding has the same requirements and rates as the audible brand as addressed in 4.1.1.5.

5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

5.1 Reference/Rater Information are SBC databases referenced by an SBC Operator for CLEC DA specific information as provided by the CLEC such as it's business office, repair and DA rates.

5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide CLEC DA Reference/Rater information based upon the criteria outlined below:

5.1.1.1 CLEC will furnish DA Reference and Rater -information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

5.1.1.2 CLEC will inform **SBC-12STATE** via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

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

5.1.1.4 Where technically feasible and/or available, when an **SBC-12STATE** Operator receives a rate request from a CLEC End User, **SBC-12STATE** will quote the applicable DA rates as provided by CLEC or as otherwise defined below.

5.1.1.5 **SBC SNET**- until technically feasible and/or available, when a **SBC SNET** Operator receives a rate request from a CLEC end user, **SBC SNET** will quote the surcharge rate only.

6. RESPONSIBILITIES OF THE PARTIES

6.1 CLEC agrees that due to customer quality and work force scheduling, **SBC-13STATE** will be the sole provider of DA Services for CLEC's local serving area(s) for a minimum of a one (1) year period.

6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from **SBC-13STATE**, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

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

6.4 CLEC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

6.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

6.6 CLEC will send the DA listing records to **SBC-13STATE** for inclusion in **SBC-13STATE** DA database via electronic gateway as described in Appendix WP.

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

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

7. METHODS AND PRACTICES

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

8. PRICING

8.1 The prices at which **SBC-13STATE** agrees to provide CLEC with Directory Assistance Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

8.2 Beyond the specified term of this Appendix, **SBC-13STATE** may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to CLEC.

9. MONTHLY BILLING

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

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

10. LIABILITY

10.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.

10.2 CLEC also agrees to release, defend, indemnify, and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of DA Services, including but not limited to suits arising from

disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

11. TERMS OF APPENDIX

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

11.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay **SBC SOUTHWEST REGION 5-STATE**, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX DIRECT

TABLE OF CONTENTS

1. INTRODUCTION 3
2. DEFINITIONS 5
3. SERVICE 5
4. RESPONSIBILITIES OF SBC-12STATE 6
5. RESPONSIBILITIES OF CLEC 6
6. RESPONSIBILITIES OF BOTH PARTIES 7
7. LIABILITY 7
8. BILLING 7
9. USE OF SUBSCRIBER LISTING INFORMATION 7
10. ASSIGNMENT 7
11. TERM OF CONTRACT AND RATE STRUCTURE 7
12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 8

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

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for electronic access to the Directory Assistant data-base provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.1.1 Southern New England Telephone (**SBC SNET**) will provide electronic access to its Directory Assistance (DA) database through the FCC 39 Access Tariff.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.25 The Prices at which **SBC-13STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

2.1 **"Automated Message Accounting" (AMA)** – Billing detail recordings in the switch.

2.2 **"Call Processing Data Link" (CPDL**) - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.

2.3 **"Data Terminating Equipment" (DTE)** - A terminal attached to a data network as an End User node.

2.4 **"Nortel Digital Multiplexing Switch" (DMS 200)** - DMS performs base call processing functions and supports service capabilities.

2.5 **"IBM RISC 6000 Processor"** – The IBM platform that enables database search capabilities.

2.6 **"Nortel Directory One" (D1)** - D1 offers directory search applications built on a standard operating software environment.

2.7 **"Nortel Directory One Call Control"** - Allows bi-directional call control capability between the TOPS switch and the D1 network.

2.8 **"Electronic White Pages" (EWP)** - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.

2.9 **"Nortel Interactive Voice System" (IVS)** - Peripheral off the switch that provides interactive audio.

2.10 **"Nortel Multi Purpose Position" (MP, MPX or MPX-IWS)** - Operator Workstations.

2.11 **"Non-Published Number" (NP)** - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.

2.12 **"Operator Service Center" (OSC)** - Physical location of the Operators/workstations.

2.13 **"Published Number"** - A telephone number that is published in a telephone directory and is available upon request by calling an **SBC-12STATE** DA Operator.

2.14 **"Nortel Queue Management System" (QMS)** - Supports up to 255 unique queues on calls to operator positions.

2.15 **"Nortel Traffic Operating Position System" (TOPS)** - Performs base call processing functions and support service capabilities.

2.16 **"Nortel/IBM Protocol"** – Allows communication between Nortel Switch and IBM database.

2.17 **"IBM Platform"** – Offers directory search applications built on a standard operating software environment.

3. SERVICE

3.1 Direct Access allows CLECs access to **SBC-12STATE**'s Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to CLEC's End User. This service shall allow the CLEC to obtain listed name, address, zip code and telephone numbers,

except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address **SBC-12STATE** will provide CLECs nondiscriminatory access to the same directory listing information available to its own directory assistance operators.

3.2 Where technically feasible and/or available, CLEC may receive Direct Access from **SBC-12STATE**'s host switches via a CLEC Nortel DMS200 TOPS Host Switch, a LUCENT 5ESS OSPS switch or any other Operator assistance switch type with Call Processing Data Link (CDPL). CDPL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Nortel Directory One Call Control and a switching entity. CPDL provides the protocol by which the CLEC switch may provide auto and offer DACC.

4. RESPONSIBILITIES OF SBC-12STATE

4.1 **SBC-12STATE** shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to CLEC for all **SBC-12STATE** listings.

4.2 **SBC-12STATE** shall provide DA listings to CLEC from its current DA records and in accordance with **SBC-12STATE**'s methods, practices, and procedures.

4.3 **SBC-12STATE** shall provide CLEC access to the same listing information that is available to its own operators.

4.4 **SBC-12STATE** shall maintain the same level of system performance for CLEC as it provides to itself.

5. RESPONSIBILITIES OF CLEC

5.1 CLEC shall submit requests for Direct Access in writing to **SBC-12STATE**. Requests for Direct Access will be pursuant to the Individual Case Basis (ICB) Process as outlined in the attached procedures.

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

5.2.1 **SBC MIDWEST REGION 5-STATE** – The IBM RISC 6000 does not support the CDPL technology.

6. RESPONSIBILITIES OF BOTH PARTIES

6.1 The CLEC providing the circuit between CLEC's office and **SBC-12STATE**'s office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by the CLEC.

6.2 Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by **SBC-12STATE**, and CLEC will reimburse **SBC-12STATE** for the cost, plus Engineering, Furnish and Installation.

7. LIABILITY

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

8. BILLING

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

9. USE OF SUBSCRIBER LISTING INFORMATION

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

10. ASSIGNMENT

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

11. TERM OF CONTRACT AND RATE STRUCTURE

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

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

11.2.1 Service Establishment

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

11.2.2 Direct Access Database Service

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

11.2.3 Direct Access Per Search

11.2.3.1 Where applicable, CLEC shall pay a Direct Access Per Search charge for each CLEC subscriber listing search queried from **SBC-12STATE**'s listing.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

VIRTUAL COLLOCATION

TABLE OF CONTENTS

1. INTRODUCTION 3
2. DEFINITIONS 3
3. PURPOSE AND SCOPE OF APPENDIX 6
4. GENERAL OFFERINGS 7
5. SPACE AVAILABILITY 8
6. ELIGIBLE EQUIPMENT FOR COLLOCATION 9
7. VIRTUAL COLLOCATION SPACE CHARGES 12
8. USE OF VIRTUAL COLLOCATION SPACE 13
9. COLLOCATOR RESPONSIBILITIES 14
10. COOPERATIVE RESPONSIBILITIES 18
11. TEST AND ACCEPTANCE 22
12. DELIVERY INTERVALS 23
13. REPAIR AND MAINTENANCE OF EQUIPMENT 26
14. MEAN TIME RESPONSE INTERVAL (MTRI) 27
15. CASUALTY LOSS 28
16. REMOVAL OF EQUIPMENT 29
17. LIMITATION OF LIABILITY 29
18. INDEMNIFICATION OF SBC-13STATE 29
19. NOTICES 30
20. INSURANCE 31
21. PROTECTION OF SERVICE AND PROPERTY 32
22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 32

APPENDIX VIRTUAL COLLOCATION

1. INTRODUCTION

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

2. DEFINITIONS

2.1 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

2.2 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

2.3 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

2.4 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

2.5 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

2.6 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

2.7 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.8 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.9 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

2.10 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

2.11 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

2.12 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

2.13 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

2.14 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

2.15 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

2.16 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

2.17 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

2.18 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

2.19 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

2.20 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

2.21 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2.22 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

2.23 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2.24 **"Approved Vendor"** is a vendor who is qualified by **SBC-13STATE** for installation, and/or removal of central office equipment, which is administered by **SBC-13STATE** Procurement on a state by state basis.

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

2.26 **"Application Fee"** means the charge assessed by **SBC-13STATE** to process the Collocator's application for virtual collocation requests.

2.27 **"Augment"** is a request from the Collocator to add equipment, cable, and/or Collocation services to or to remove cable and/or Collocation services from an existing Virtual Collocation arrangement.

2.28 **"Collocator"** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **SBC-13 STATE** location, for purposes of interconnection with **SBC-13STATE** or access to Unbundled Network Elements (UNEs).

2.29 **"Delivery Date"** is the date, which **SBC-13STATE** provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.

2.30 **"Eligible Equipment"** is the equipment eligible for collocation as defined in Section 6.0 of this Appendix.

2.31 **"Eligible Structure"** is (1) a **SBC-13STATE** central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by **SBC-13STATE** that houses its network facilities, or (3) a structure that houses **SBC-13STATE** transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

2.32 **"Entrance Fiber Facility"** is an arrangement where a Collocator provided single mode fire retardant dielectric fiber optic cable extends from the **SBC-13STATE** designated manhole into the **SBC-13STATE** Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the **SBC-13STATE** Eligible Structure, if available.

2.33 **"Fiber Distribution Frame" (FDF)** is an architecture which serves as the primary interface between outside plant (OSP) fiber optic facilities entering a Central Office structure and the fiber optic equipment installed within that same location. The FDF provides a centralized point for the organization and administration of the fiber optic facility and intra-building fiber equipment cables, provides a flexible platform for future fiber growth, and provides rearrangeable connections between any two terminations or appearances.

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

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

2.36 **"Interconnector's Collocation Services Handbook"** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the **SBC-13STATE**'s, which is located on the **SBC-13STATE** CLEC ONLINE Web-Site (https://clec.sbc.com/clec),as amended from time to time.

2.37 **"Manned Office"** A Central Office where **SBC-13STATE** has actual technicians present to perform repair, installation, and/or maintenance during the time the Collocator requests under this Agreement.

2.38 **"Non Standard Collocation Request" (NSCR)** in **SBC MIDWEST REGION 5-STATE**, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.39 **"Project Management Fee"** reflects **SBC-13STATE** labor costs to manage the provisioning of the individual Collocator's space requirements for a particular Virtual Collocation Space request. This fee is applicable upon submission of an application.

2.40 **"Technically Feasible" -** A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in **SBC-13STATE**'s Eligible Structures that such an arrangement is technically feasible.

2.41 "**Unmanned Office"** Any Central Office which does not meet the definition of Manned Office.

2.42 **"Virtual Collocation"** is as defined in 4.2 of this Appendix.

3. PURPOSE AND SCOPE OF APPENDIX

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which **SBC-13STATE** will provide Virtual Collocation to Collocator.

3.2 Preparation Prior to Regulatory Approval

3.2.1 Upon the written request of Collocator, **SBC-13STATE** shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by **SBC-13STATE**. To the extent that **SBC-13STATE** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by **SBC-13STATE**.

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

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

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

3.2.2.3 If the Collocator has not received their State Certification or the State Commission has not approved the ICA by Day one hundred eighty (180) calendar days after space turnover, then the Collocator (forfeits) all charges collected to date by **SBC-13STATE** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

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

4. GENERAL OFFERINGS

4.1 Except where Virtual Collocation is not practical for technical reasons or because of space limitations, **SBC-13STATE** will provide Virtual Collocation to Collocator for the purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to **SBC-13STATE** Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. Virtual Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96.

4.2 In the case of **SBC-13STATE** Virtual Collocation, the Collocator is responsible for engineering and furnishing the virtually collocated equipment. Collocator must use an **SBC-13STATE** Approved Vendor to perform the installation of such in the **SBC-13STATE** Eligible Structure. The Collocator's **SBC-13STATE** Approved Vendor will be permitted access to the **SBC-13STATE** Main Distribution Frame or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **SBC-13STATE** Approved Power Installation Vendor to install power cable(s) from the Collocator's Virtual Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5 and 10.6 of this Appendix. **SBC-13STATE** will exercise physical control over, but not ownership of, the equipment installed by Collocator in a Virtual Collocation arrangement. The equipment and associated facilities will be maintained and repaired at the direction of the Collocator by **SBC-13STATE**.

4.2.1 Collocator will install their own bay(s) by an **SBC-13STATE** Approved Vendor. **SBC-13STATE** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

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

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

4.2.1.3 **SBC-13STATE** prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated cabling must not exceed 15" for a standard bay.

4.2.1.4 At **SBC-13STATE** option, where an individual standard bay owned by **SBC-13STATE** in a Central Office is shared with a Collocator, the standard bay will be apportioned on a quarter rack basis.

4.2.2 Virtual Collocation is available at **SBC-13STATE** Eligible Structures as specified in the National Exchange Carrier Association, Inc., Tariff FCC No. 4.

4.2.3 **SBC-13STATE** will exercise physical control, but not ownership, over any equipment deployed for the purposes of Virtual Collocation.

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

4.2.4.1 **SBC-13STATE** standard floor space for Collocator's provided storage cabinet is 10 sq. ft. that cannot exceed 7'0 high, 31" exterior width, up to 15" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 30".

4.2.4.2 **SBC-13STATE** non-standard floor space for Collocator's provided storage cabinet is 18 sq. ft. that cannot exceed 7'0 high, 38" exterior width, and up to 36" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 36".

4.2.5 Virtual Collocation is separate and distinct from Physical Collocation. Requests to convert from Virtual Collocation to Physical Collocation will require re-design and re-termination of the services to a Physical Collocation arrangement. Any requests to convert requires a new physical application be submitted, and the appropriate charges will apply.

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

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

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

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

5. SPACE AVAILABILITY

5.1 At the request of Collocator, **SBC-13STATE** will provide space for Virtual Collocation as described above. **SBC-13STATE** is not required to provide Virtual Collocation at a particular Eligible Structure, if it demonstrates that Virtual Collocation is not practical for technical reasons or because of space limitations. When Virtual Collocation is not technically feasible, **SBC-13STATE** will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

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

5.2.1 When space for Virtual Collocation in a particular Eligible Structure is not available, **SBC-13STATE** shall place Collocator on the waiting list for Virtual Collocation in a particular Eligible Structure according to the date the Collocator submitted its application for Virtual Collocation in that Eligible Structure.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements," if the equipment also meets **SBC-13STATE**'s equipment safety standards, which are described in another section. For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to the **SBC-13STATE**'s network "for the transmission and routing of telephone exchange service or exchange access," or for access to **SBC-13STATE**'s unbundled network elements "for the provision of a telecommunications service." Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.

6.2 Multifunctional Equipment is not "necessary" for interconnection or access to unbundled network elements. CLEC may not collocate Multifunctional Equipment except as expressly and specifically allowed, on a voluntary basis, in this Section or mutually agreed to by **SBC-13STATE** and CLEC. For purposes of this section, "Multifunctional Equipment," means equipment that has both (1) functions that make the equipment "necessary for interconnection or access to unbundled network elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions.

6.3 **SBC-13STATE** permits CLEC collocation, on a non-discriminatory basis, of complete pieces or units of equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. To the extent that certain complete units of Advanced Services Equipment are not "necessary" for interconnection or access to unbundled network elements because they are Multifunctional Equipment and for other reasons, **SBC-13STATE** voluntarily allows such CLEC collocation. Under the SBC/Ameritech Merger Conditions, "Advanced Services Equipment" is defined as, and limited to, the following equipment: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services.

Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the customer premises shall be considered network terminating equipment." To qualify for collocation, the complete units of Advanced Services Equipment must either (A) be solely of the types, and exclusively for the uses, included in this definition or (B) be of such types, and for such uses, combined solely with additional functions that are "necessary for interconnection or access to unbundled network elements." For instance, additional switching use, except as included below, or enhanced services functionality would disqualify the equipment from collocation. **SBC-13STATE** voluntarily allows CLEC to collocate Optical Concentrator Devices ("OCDs") or functionally equivalent equipment used to provide Advanced Services.

6.4 To qualify for collocation, the equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. CLEC may not collocate, or place into **SBC-13STATE**'s equipment, CLEC's equipment sub-components or piece-parts.

6.5 **SBC-13STATE** does not allow collocation of other Multifunctional Equipment, except that **SBC-13STATE** voluntarily allows CLEC collocation, on a non-discriminatory basis, of remote switch modules ("RSMs") solely under the following conditions: (1) the RSM may not be used as a stand-alone switch; the RSM must report back to and be controlled by a CLEC identified and controlled (*i.e.*, CLEC owned or leased) host switch, and direct trunking to the RSM will not be permitted, and (2) the RSM must be used only for the purpose of interconnection with the **SBC-13STATE**'s network for the transmission and routing of telephone exchange service or exchange access or for access to the **SBC-13STATE**'s unbundled network elements for the provision of a telecommunications service. **SBC-13STATE** voluntarily will allow CLEC to collocate, on a non-discriminatory basis, other multi-functional equipment only if **SBC-13STATE** and CLEC mutually agree to such collocation.

6.6 **SBC-13STATE** will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone switching equipment" is defined as any equipment that can perform switching independently of other switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; and (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.

6.7 Ancillary equipment is not "necessary" for interconnection or access to unbundled network elements. **SBC-13STATE** voluntarily allows CLECs to place in its premises certain ancillary equipment solely to support and be used with equipment that the CLEC has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and potential other ancillary equipment may be placed in **SBC-13STATE**'s premises, on a non-discriminatory basis, only if **SBC-13STATE** and CLEC mutually agree to such placement. CLEC may not place in **SBC-13STATE**'s premises types of ancillary equipment, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), that would duplicate equipment used by **SBC-13STATE**, and/or that would duplicate functions performed by **SBC-13STATE**, as part of its provision of infrastructure systems for collocation. Such placement would waste space and other resources and, in at least some cases (such as BDFBs), harm **SBC-13SSTATE**'s ability to plan for and provide service to other customers including, but not limited to, other CLECs.

6.8 Pending the FCC's reasonably timely completion of remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000) ("*GTE Opinion*"), **SBC-13TATE** voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators'

equipment in an **SBC-13STATE** premises, that prior to the May 11, 2000 effective date of the *GTE Opinion* (1) were in place in **SBC-13STATE** or (2) were requested by CLEC and accepted by **SBC-13STATE** on the same basis as under the FCC's original, pre-partially-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). **SBC-13STATE**'s agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency (1) attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or (2) deems such arrangements to be discriminatory vis-à-vis other carriers.

6.9 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

6.10 All types of equipment placed in **SBC-13STATE** Eligible Structures by Collocators must meet the **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with **SBC-13STATE** LEC document TP76200MP which contains network equipment, power, grounding, environmental, and physical design requirements and contains Level 1 safety requirements except in Texas, and any other state that has adopted the same approach as Texas, where Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems.

6.11 **SBC-13STATE** will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that **SBC-13STATE** applies to its own network equipment. **SBC-13STATE** will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

6.12 In the event that **SBC-13STATE** denies Collocation of Collocator's equipment, citing minimum safety standards, **SBC-13STATE** will provide within five (5) business days of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.

6.13 In the event Collocator submits an application requesting collocation of certain equipment and **SBC-13STATE** determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the equipment. If Collocator disputes such determination by **SBC-13STATE**, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If **SBC-13STATE** determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) business days of the date of the written notice from **SBC-13STATE**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. VIRTUAL COLLOCATION SPACE CHARGES

7.1 Virtual Collocation Space

7.1.1 For each Virtual Collocation request, Collocator must submit a separate Virtual Collocation Application with the applicable Application and Project Management Fees including, but not limited to, the following types of requests: (i) a request to virtually collocate equipment in a new Virtual Collocation Space, (ii) a request to Augment, (v) an ICB or NSCR, and (vi) specified revisions to Collocation Applications. A copy of the Virtual Collocation Application may be obtained from the **SBC-13STATE** Collocation Services Account Manager or from the **SBC-13STATE** CLEC ONLINE Web-Site.

7.2 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Virtual Collocation Space, using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure.

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

7.3.1 An ICB/NSCR quote is prepared by **SBC-13STATE** to estimate non-recurring and recurring charges associated with the requested Virtual Collocation Space, Augment, or Collocation services where a state specific rate element does not exist in the attached Appendix Pricing. This ICB/NSCR quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) days following the job completion date.

7.4 Payment of Space Preparation - Prior to any obligation on **SBC-13STATE** to start any preparation of the Virtual Collocation space, Collocator shall pay **SBC-13STATE** fifty percent (50%) of the non-recurring charges and eighty-five percent (85%) of any custom work charge required to create or vacate any

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

entrance facility for the Collocator ("Custom Work"). The remainder of the non-recurring charges and any custom work charge are due upon completion and prior to occupancy by the Collocator.

7.5 Occupancy Conditioned on Payment - **SBC-13STATE** shall not permit Collocator's **SBC-13STATE** Approved Vendor to have access to the Virtual Collocation space for any purpose during construction of the Collocator's Virtual Collocation space until **SBC-13STATE** is in receipt of complete payment of the non-recurring and any custom work charges.

7.6 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after **SBC-13STATE** has begun preparation of the Virtual Collocation space but before **SBC-13STATE** has been paid the entire amounts due under this Article, then in addition to any other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

7.7 Late Payment Charge - In the event that any charge, when billed in a timely manner is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in **SBC-13STATE** General Terms and Conditions (GT&C) attached.

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

7.9 The monthly recurring charge(s) shall begin to apply within, but no later than five (5) calendar days from the date that **SBC-13STATE** made the Virtual Collocation Space available to the Collocator. The fact that **SBC-13STATE** may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.

7.10 **SBC-13STATE** shall ensure that the Virtual Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8. USE OF VIRTUAL COLLOCATION SPACE

8.1 A list of all Collocator equipment that will be placed within the Virtual Collocation Space shall be set forth on the Collocator's Virtual Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Virtual Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's **SBC-13STATE** Approved Vendor shall not place or leave any other equipment or facilities within the Virtual Collocation space without the express written consent of **SBC-13STATE**.

8.2 In the event that subsequent to the submission of the Virtual Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Virtual Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Virtual Collocation Application, Collocator shall furnish to **SBC-13STATE** a new Virtual Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, **SBC-13STATE** may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **SBC-13STATE** and Collocator of a final list and description and receipt by **SBC-13STATE** of payment of any applicable non-recurring charges, the Virtual Collocation arrangement

shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

8.3 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to **SBC-13STATE** network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, is strictly prohibited.

8.4 Operation of any equipment, facilities or any other item placed in the Virtual Collocation Space shall not interfere with or impair service over **SBC-13STATE** network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Virtual Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Virtual Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

8.5 In no case shall Collocator's **SBC-13STATE** Approved Vendor or any person or entity purporting to be acting through or on behalf of Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Virtual Collocation Space or the Eligible Structure without the advance written permission or direction of **SBC-13STATE**. **SBC-13STATE** shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that **SBC-13STATE** shall have the right to reject or modify any such request. **SBC-13STATE** will perform any such construction, and the associated cost shall be paid by Collocator in accordance with **SBC-13STATE** then-standard custom work order process or ICB/NSCR.

9. COLLOCATOR RESPONSIBILITIES

9.1 The Collocator will provide at its expense, all facilities and equipment necessary to facilitate interconnection and access to **SBC-13STATE** UNEs including, without limitation, the following:

9.1.1 All plug-ins and/or circuit packs (working, spare, and replacements).

9.1.2 All provisioning of virtually collocated equipment.

9.1.3 Any ancillary equipment and cabling used for remote monitoring alarms and control.

9.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment.

9.1.5 Any Product Change Notice (PCN) modifications, upgrades, and/or changes to the Collocator's equipment that requires the work to be performed within the Eligible Structure must be completed by an **SBC-13STATE** Approved Vendor or Manufacturer. Escort charges will apply. Collocator must make access arrangements with the LOC as described in Section 14.1.4.1 of this Appendix.

9.1.6 All training as specified in Section 9.14.

9.1.7 All defective hard-wired equipment upgrades or changes within the Eligible Structure must be completed by an **SBC-13STATE** Approved Vendor or Manufacturer. Escort charges will apply. Collocator must make access arrangements with the LOC as described in Section 14.1.4.1 of this Appendix.

9.1.8 A storage cabinet for the storage of Collocator's spare circuit packs, unique tools, test equipment, etc. used by **SBC-13STATE** to maintain and repair virtually collocated equipment.

9.1.9 Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and **SBC-13STATE** Main Distribution Frame or its equivalent by Collocator's **SBC-13STATE** Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5 of this Appendix.

9.1.10 Procurement and installation of power cable(s) by Collocator's **SBC-13STATE** Approved Power Installation Vendor from the Virtual Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.

9.2 The Collocator is responsible for coordinating with the LOC in arranging mutually agreed upon visits to the Eligible Structure during the following timeframes and escort charges will apply. The Collocator must identify employee(s) and/or Collocator's **SBC-13STATE** Approved Vendor(s) that will attend the visit and arrange access for these visit(s) as described in Section 9.2.6 of this Appendix.

9.2.1 Once when beginning the initial equipment installation.

9.2.2 Once during the middle of the equipment installation.

9.2.3 Once at turn-up completion of such equipment installation.

9.2.4 One (1) general visit per calendar year.

9.2.5 Additional mutually agreed upon visits. (Examples: Acceptance of Virtual Collocation Space and the purpose of performing a visual inspection on the installed equipment completed by the Collocator's **SBC-13STATE** Approved Vendor prior to turn-up.)

9.2.6 These visits must be arranged ten (10) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section 14. A maximum of two (2) Collocator's representatives per escort may participate in any one (1) of the site visits.

9.3 Collocator's **SBC-13STATE** Approved Vendor shall install all plug-ins and/or circuit packs (working and spare) for fully equipped bays. As an alternative to fully equipped bays, Collocator shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.

9.4 When Collocator requires additional capacity, a collocation Augment application is required. For Augments of this type, Collocator may fully equip the additional bay, or may equip the additional bay as described below.

9.4.1 For either an initial installation or an Augment as described above, when a bay is in place but Collocator has elected under Section 9.3 above not to fully equip the bay.

9.4.2 All bays will be powered, cabled, and equipped with sufficient common plugs, so that joint test and acceptance can be completed.

9.4.3 Collocator will pay the monthly recurring charges for the space occupied by the bay regardless of how many shelves are filled.

9.4.4 Collocator will be responsible for capacity management of the equipment placed.

9.5 After the initial installation, or an Augment, **SBC-13STATE** shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon the Collocator's request. Collocator may use an **SBC-13STATE** Approved Vendor for installing plug-ins and circuit packs when less than one full shelf is required. Access for such services will be arranged by the Collocator by contacting the LOC. The LOC will generate appropriate trouble ticket as described in Section 14 for **SBC-13STATE** to perform the installation, routine maintenance, or to escort the **SBC-13STATE** Approved Vendor, whichever applies. If the Collocator's **SBC-13STATE** Approved Vendor has a current existing Installation Agreement (IA) in a central office, then escort charges will not apply.

9.6 In circumstances where shelves only capable of single use plug-in(s) and/or circuit pack(s), the Collocator shall, within thirty (30) calendar days, fully populate the shelf to which the plug-in(s) or circuit pack(s) will be added.

9.7 Standard offered interval for installation of plug-ins and/or circuit packs that involves no more than plugging in the circuit packs or plug-ins will be performed by **SBC-13STATE** as described in Section 14.

9.8 Non-standard offered interval request for the installation of plug-ins and/or circuit packs performed by **SBC-13STATE** that is less than the minimum standard requirement described in Section 9.5 and involves no more than plugging in the circuit packs and/or plug-ins will be charged a minimum of a 4-hour holiday call-out. This will be a mutual agreed arrangement with the LOC and the Collocator. The LOC will generate appropriate trouble ticket as described in Section 14 of this Appendix for **SBC-13STATE** to perform the installation and the shipment of the circuit packs and/or plug-ins will be arranged by the Collocator. If the interval exceeds the 4-hour call-out, the additional hours will be charged at 2.5 times the labor rate for the state the request is generated.

9.9 The Collocator must provide, at its expense, replacements for any recalled, obsolete, defective, or damaged interconnection or entrance cables, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on **SBC-13STATE** property. Collocator shall provide a stock of such items (excluding unique tools and test equipment) to **SBC-13STATE** to replace non-functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. **SBC-13STATE** shall notify Collocator as it uses packs from the stock so that Collocator may replenish the stock. Collocator will provide pre-addressed postage paid mailing packages for return shipment of non-functioning circuit pack(s), plug-in(s), or any other item or material being used by **SBC-13STATE** to repair and maintain Collocator's virtually collocated equipment. **SBC-13STATE** shall notify Collocator when any other types of replacement parts or equipment are required. During repair calls, **SBC-13STATE** technician shall confirm to Collocator representative when **SBC-13STATE** has used a circuit pack/plug-in or other types of replacement parts or equipment. **SBC-13STATE** shall notify Collocator upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to the Collocator personnel participating in the repair efforts if the discovery is made during the course of a repair, or to a contact specified by the Collocator if the discovery is made at some other time.

9.10 The Collocator is responsible for providing the appropriate number of usable equipment spares. Arranging movement of any circuit pack(s) or plug-in(s) between Eligible Structures will be at the Collocator's expense and their responsibility. Replacements must be delivered to the **SBC-13STATE** central office or **SBC-13STATE** designated location using the equipment spare within five (5) business days of notification that a spare was used or tested defective.

9.11 The Collocator must provide identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other Collocator owned property provided to **SBC-13STATE** for Virtual Collocation.

9.12 The Collocator will provide at the initial Method and Procedure (MOP) meeting the following:

9.12.1 Escalation documentation.

9.12.2 Test and acceptance package as described in the SBC-owned ILEC's installation testing standards and requirements located on the **SBC-13STATE** CLEC ONLINE Web-Site.

9.12.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. Collocator will keep this information current.

9.12.4 Functional contacts for the virtual collocation arrangements, including names, telephone numbers, and each person's responsibilities (e.g.), Augments, trouble reports, emergency contact). Collocator will keep this information current.

9.13 To the extent known, the Collocator can provide forecasted information to **SBC-13STATE** on anticipated additional Virtual Collocation requirements. Forecasts are for planning purposes only and will not be used for provisioning space or interconnection arrangements.

9.14 **SBC-13STATE** will identify the training needs of **SBC-13STATE** personnel from the list of equipment received by the Collocator on the **SBC-13STATE** Virtual Application Form. The Collocator will be responsible for training **SBC-13STATE** personnel on the repair and maintenance of the Collocator's equipment, unless: (a) the equipment is already used by **SBC-13STATE** in the Eligible Structure; or (b) **SBC-13STATE** technicians assigned to the Eligible Structure have already been trained on the repair and maintenance of that type of equipment. Notwithstanding the foregoing, if the equipment is already used by **SBC-13STATE**, but Collocator uses the equipment in a different configuration, Collocator will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by the Collocator. **SBC-13STATE** will contact Collocator with the required number of **SBC-13STATE** personnel to be trained and the contact name for the Collocator to coordinate training schedules. The Collocator will be responsible for the following:

9.14.1 Arrange for the training supplier and pay all costs for the training sessions including, without limitation, the cost of the trainer(s), transportation and lodging of such trainer(s), required course material.

9.14.2 Pay all costs associated with **SBC-13STATE's** employee(s) attendance at the training including, without limitation, lodging, transportation, employees labor rate for time away from job, and per diem, if applicable.

9.14.3 **SBC-13STATE** may require additional training requirements to adequately provide 7 X 24 hour coverage on the Collocator's virtually collocated equipment when labor resources change for a particular Eligible Structure. **SBC-13STATE** will notify the Collocator when applicable.

9.14.4 Training may be provided on-site when possible.

9.14.5 The training for which the Collocator will be responsible includes training for the following functions to the extent such functions will be performed by **SBC-13STATE** and additional training is necessary.

9.14.5.1 Installation, repair, and maintenance of any unique cabling and circuits inside the bay of equipment.

9.14.5.2 Use of on-line documentation or schematics unique to the equipment and unlike that commonly used by **SBC-13STATE**.

9.14.5.3 Any testing, repair methods, and procedure documents utilized by Collocator, consistent with the manufacturer's operations and maintenance (O&M) manual.

9.14.5.4 Training when updates of technical publications or equipment information are issued.

9.14.5.5 **SBC-13STATE** will work cooperatively with Collocator to schedule and complete the training requirements prior to Collocator's equipment turn-up. When Collocator provides scheduled training, **SBC-13STATE** is responsible for employee attendance.

9.15 Collocator will provide remote, real-time network technical support, guidance and direction to **SBC-13STATE** for all collocated facilities and equipment using on-line telephone support.

9.16 Collocator is responsible for coordinating with **SBC-13STATE** to ensure that services are installed in accordance with a service request.

9.17 Collocator's **SBC-13STATE** Approved Vendor will, whenever possible, install the Collocator's equipment in the Virtual Collocation Space within ninety (90) calendar days of Delivery Date. Collocator's **SBC-13STATE** Approved Vendor must interconnect to **SBC-13STATE**'s network or gain access to **SBC-13STATE**'s unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, **SBC-13STATE** may, upon written notice, terminate that Virtual Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator equipment is considered to be interconnected when physically connected to **SBC-13STATE** network or a **SBC-13STATE** UNE for the purpose of Collocator providing a telecommunications service.

10. COOPERATIVE RESPONSIBILITIES

10.1 **SBC-13STATE** will work cooperatively with the Collocator to develop implementation plans including timelines associated with the following:

10.1.1 Ensuring that the Collocator's **SBC-13STATE** Approved Vendor meets required safety standards as contained in TP76200MP and SBC-owned ILEC's standards and requirements for equipment and facility installations.

10.1.2 **SBC-13STATE** placement of Collocator's fiber into an **SBC-13STATE** Eligible Structure.

10.1.3 Location and completion of all splicing.

10.1.4 Completion of installation of equipment and facilities.

10.1.5 Removal of above facilities and equipment.

10.2 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 10.2.1, 10.2.2, 10.2.3, 10.2.4 and 10.2.5. Collocator shall strictly observe and abide by each.

10.2.1 **SBC-13STATE** TP76200MP, standards for network equipment, power, grounding, environmental, and virtual design requirements, and any successor document(s), including as such may be modified at any time and from time to time.

10.2.2 SBC-owned ILEC's Interconnector's Collocation Services Handbook or like document, and any successor document(s), as may be modified from time to time as set forth below in Section 10.3.

10.2.3 **SBC-13STATE** TP76300MP, standards and requirements for equipment and facility installations, and any successor document(s) within **SBC-13STATE** central offices and may be modified from time to time.

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

10.2.5 The SBC-owned ILEC's Interconnector's Collocation Services Handbook or like document, **SBC-13STATE** TP76300MP, and the **SBC-13STATE** TP 76200MP standards are not incorporated herein but are available on the **SBC-13STATE** CLEC ONLINE Web-Site.

10.3 If the SBC-owned ILEC's Interconnector's Collocation Services Handbook or like document, **SBC-13STATE** TP76300MP for equipment and facility installations, and the **SBC-13STATE** TP 76200MP standards are modified subsequent to the effective date of this Appendix from the attached, the following shall apply:

10.3.1 If a modification is made after the date on which Collocator has or orders a Virtual Collocation arrangement, **SBC-13STATE** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **SBC-13STATE**.

10.3.2 Notwithstanding Sections 10.3.1, any modification made to address situations potentially harmful to **SBC-13STATE** or another's network, equipment, or facilities, the Eligible Structure, the Virtual Collocation Space, or to comply with statutory or regulatory requirements shall become effective immediately. **SBC-13STATE** will immediately notify Collocator of any such modification.

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

10.4.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-13STATE**, and for leaving sufficient cable length in order for **SBC-13STATE** to fully extend such Collocator-provided cable to the vault. The fiber optic entrance cable must be provided by the Collocator to **SBC-13STATE** prior to the schedule Delivery Date for the Virtual Collocation arrangement. If the fiber optic entrance cable is not provided by the Collocator prior to the scheduled Delivery Date, **SBC-13STATE** will advise the Collocator's **SBC-13STATE** Approved Vendor at space turnover that the costs associated with the fiber optic entrance cable placement will be refunded at **SBC-13STATE** earliest convenience and the job will be closed. The Collocator will need to submit an Augment Virtual Collocation Application when ready to request the fiber optic entrance cable placement into the Virtual Collocation arrangement.

10.4.2 **SBC-13STATE** will permit interconnection of copper or coaxial cable only if first approved by the appropriate State Commission, and will permit collocation of microwave transmission equipment along with the microwave entrance facility, except where such collocation is not practical for technical reasons or because of space limitations.

10.5 **SBC-13STATE** will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and **SBC-13STATE** Main Distribution Frame or its equivalent will be installed by the Collocator's **SBC-13STATE** Approved Vendor. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE** TP76300MP standards and requirements for installation of equipment and facilities. **SBC-13STATE** will install and stencil termination blocks or panels at **SBC-13STATE**'s Main Distribution Frame or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

10.6 Unless otherwise expressly agreed in writing, **SBC-13STATE** will provide for all AC and DC power requirements in the Eligible Structure. The Collocator Approved Vendor is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator's equipment at the specified DC and AC voltages. At a minimum, the power and **SBC-13STATE** associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **SBC-13STATE** substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the **SBC-13STATE** is based on demand management. **SBC-13STATE** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's **SBC-13STATE** Approved Power Installation Vendor will install and terminate the power cable(s) from the Virtual Collocation Space to **SBC-13STATE**'s designated termination points on the Battery Distribution Fuse Bay (BDFB). When the **SBC-13STATE**'s designated power termination point(s) is at the **SBC-13STATE**'s Power Plant Primary Distribution, the Collocator's **SBC-13STATE** Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned **SBC-13STATE** Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power cable(s) to the **SBC-13STATE**'s Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the SBC-owned ILEC's standards and requirements for installation of equipment and facilities.

10.7 **SBC-13STATE** will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that **SBC-13STATE** provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.

10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or **SBC-13STATE** under the custom work order process or ICB/NSCR, including payment requirements prior to the installation of the regeneration equipment.

10.9 Collocator and **SBC-13STATE** are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

10.10 **SBC-13STATE** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

10.11 **SBC-13STATE** agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Virtual Collocation Space.

10.12 Collocator and **SBC-13STATE** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

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

10.14 In the event **SBC-13STATE** determines it necessary for the Virtual Collocation Space to be moved within the Eligible Structure in which the Virtual Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the continued occupancy of the Virtual Collocation Space or Eligible Structure too costly in **SBC-13STATE** sole judgment, Collocator shall be responsible for the cost of preparing the new Virtual Collocation Space at the new location. Otherwise **SBC-13STATE** shall be responsible for any reasonable preparation costs.

10.15 In the event the Collocator cancels its order after **SBC-13STATE** has begun preparation of the Virtual Collocation Space, but before **SBC-13STATE** has been paid the entire amounts due under this Agreement, then in addition to other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the on-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. **SBC-13STATE** shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Virtual Collocation request.

10.16 Collocator may discontinue or terminate a Virtual Collocation Arrangement on not less than thirty (30) days advance notice to **SBC-13STATE** by submitting a complete and accurate Virtual Collocation Application plus applicable fees. Upon the discontinuance or termination of a Virtual Collocation arrangement, the Collocator shall pay to **SBC-13STATE** all costs associated with returning the Virtual Collocation Space to **SBC-13STATE** in the same condition as when **SBC-13STATE** first began any construction work on such Virtual Collocation Space. Such costs include, but are not limited to, costs associated with removal by **SBC-13STATE** of facilities and cabling.

10.17 Upon discontinuance or termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with **SBC-13STATE** to remove the Collocator's equipment from **SBC-13STATE** property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. **SBC-13STATE** is not responsible for and will not guarantee the condition of such equipment if removed by the Collocator's **SBC-13STATE** vendor hired by Collocator. Collocator shall indemnify and hold **SBC-13STATE** harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while Collocator's **SBC-13STATE** vendor is removing its own equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) calendar days of **SBC-13STATE** receipt of Collocator's Virtual Collocation Application to terminate the virtual collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, **SBC-13STATE** has the

right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. **SBC-13STATE** shall have no responsibility for damage done to such removed equipment caused by **SBC-13STATE** or its contractors during the removal process. Collocator will indemnify and hold **SBC-13STATE** harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if **SBC-13STATE** removes Collocator's equipment. Any equipment not removed in this time frame may be removed by **SBC-13STATE** and stored in a non- **SBC-13STATE** location, at the expense of the Collocator.

10.18 Upon termination of the Virtual Collocation arrangement, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable(s) is not scheduled and removed within (30) calendar days after discontinuance of use, **SBC-13STATE** may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable as set forth in Section 10.18 below. **SBC-13STATE** and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when **SBC-13STATE** instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

10.19 If Collocator fails to remove its equipment and facilities from the Virtual Collocation Space within thirty (30) calendar days after discontinuance of use, **SBC-13STATE** may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold **SBC-13STATE** harmless from any and all claims, expenses, fees, or other costs associated with any such removal by **SBC-13STATE**.

11. TEST AND ACCEPTANCE

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

11.2 Prior to Collocator's installation vendor powering up equipment, and after the frame connections and equipment has been installed, Collocator will schedule a pre-performance visual inspection visit with the LOC as specified in Section 9.2.5. The Collocator is responsible for visually inspecting the installation and to assure compliance with technical publication specifications. This visit shall be scheduled to take place within ten (10) business days after Collocator's request and shall take no longer than eight (8) hours. Should Collocator determine during the visual inspection that the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed. Collocator shall be responsible for coordination with its **SBC-13STATE** Approved Vendor to be at the site for the visual inspection, acceptance testing and, when necessary, corrective work.

11.3 Prior to scheduled turn-up of the virtual collocated equipment, the Collocator will arrange to deliver to the **SBC-13STATE** Central Office, or other pre-designated location by **SBC-13STATE**, any spare plug-ins, circuit packs, tests sets, unique tools, circuit design information, technical publications, and any other necessary items that are needed to maintain and repair the Collocator's equipment. It is the Collocator's responsibility to arrange with their **SBC-13STATE** Approved Vendor to place any of the items provided into the Collocator’s designated storage cabinet or shelf, if applicable.

11.4 Once the Collocator's equipment installation inspection is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its **SBC-13STATE** approved installation contractor, **SBC-13STATE**, and/or **SBC-13STATE** vendor. Collocator and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, **SBC-13STATE** will work with Collocator to coordinate testing to minimize the number of visits required by Collocator and its contractor.

11.5 All installations of equipment must be in accordance with the **SBC-13STATE** TP76300MP standards and requirements for equipment and facility installations and subject to review by an **SBC-13STATE** maintenance engineer for compliance. Should **SBC-13STATE** maintenance engineer determine during their review that the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed.

11.6 Collocator shall be responsible of coordination with its **SBC-13STATE** Approved Vendor to be at the site for acceptance testing.

11.7 Upon successful completion of the testing as described in Section 11.4 above, **SBC-13STATE** shall provide Collocator with written acceptance notification no more than five (5) business days after turnup of the virtually collocated equipment. Immediately following this notification, **SBC-13STATE** will begin to maintain and repair the virtual collocated equipment at the direction of the Collocator, if all training requirements have been met.

11.8 Collocator shall accept the installation of equipment and facilities prior to the installation of services using the equipment. Once the equipment is installed and accepted, Collocator will either order interconnection or network elements from **SBC-13STATE** to connect to the equipment.

12. DELIVERY INTERVALS

12.1 The delivery interval relates to the period in which **SBC-13STATE** shall construct and turnover to the Collocator's **SBC-13STATE** Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date **SBC-13STATE** receives an accurate and complete Virtual Collocation Application from the Collocator. The delivery interval ends on the date **SBC-13STATE** is ready to turnover the Virtual Collocation Space to Collocator's **SBC-13STATE** Approved Vendor ("Delivery Date"). The Collocator must provide the **SBC-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided the **SBC-13STATE** such response and payment by the twelfth (12th) calendar day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Virtual Collocation Space is not reserved until **SBC-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The delivery interval for Virtual Collocation is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

Table (1)

Number of All Virtual Collocation Applications submitted by One Collocator per state or meter in region	Overhead Iron/ Racking Exists for Virtual Collocation Space Use	Overhead Iron/ Racking Does Not Exist for Virtual Collocation Space Use	Additional Power or HVAC is Required for Virtual Collocation Space Use
1 – 10	60 calendar days	80 calendar days	180 calendar days
11-20	65 calendar days	85 calendar days	185 calendar days

12.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) calendar days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

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

If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

12.3 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to the Collocator's **SBC-13STATE** Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's **SBC-13STATE** Approved Vendor by **SBC-13STATE**.

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

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper (shielded or nonshielded) cable pair connections
- 12 fiber pair connections

This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

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

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

Table (2)

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

12.6 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) calendar days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

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

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

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

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

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

12.10 In responding to an application request that requires an ICB/NSCR, **SBC-13STATE** shall advise the Collocator with the quote whether space for the Virtual Collocation requested is available.

13. REPAIR AND MAINTENANCE OF EQUIPMENT

13.1 Except in emergency situations, and/or except when **SBC-13STATE** network reliability is at risk, Collocator will initiate the repair and maintenance process by contacting **SBC-13STATE** LOC. Collocator-owned fiber optic facilities and central office terminating equipment will be repaired and maintained only upon the request and direction of the Collocator. In an emergency, **SBC-13STATE** may perform necessary repairs without prior notification or both Parties agree to delineate methods and procedures for emergency notification handling with the LOC. The labor rates applicable to Virtual Collocation are contained within the state specific Appendix Pricing that apply to **SBC-13STATE** central offices and **SBC-13STATE** CEVs, Huts and Cabinets for all maintenance and repairs performed at the direction of the Collocator by **SBC-13STATE**.

13.2 When initiating repair or maintenance requests of Collocator provided virtually collocated equipment, Collocator shall provide the LOC with the following:

13.2.1 Notification that the purpose of the call is to establish a virtual collocation trouble ticket;

13.2.2 **SBC-13STATE** Eligible Structure's CLLI, circuit identification and/or telephone number;

13.2.3 Location of virtually collocated equipment (Bay, frame, shelf, circuit pack, location and type);

13.2.4 A detailed description of the trouble;

13.2.5 The name and telephone number of the Collocator's employee or Center that will cooperatively test with **SBC-13STATE** at no charge to **SBC-13STATE**; and

13.2.6 The type of the trouble.

13.3 When an **SBC-13STATE** technician calls the Collocator to perform repair/maintenance initiated by a trouble ticket, the Collocator will provide the **SBC-13STATE** technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.

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

SBC-13STATE is not obligated to move test equipment from one central office to another or to provide any test equipment specifically for use on Collocator's equipment. **SBC-13STATE** is under no obligation to provide lists of test equipment available at central offices and availability is not implied or guaranteed. Test set availability can only be guaranteed by the Collocator providing test equipment for their exclusive use in maintaining their equipment.

13.5 Upon mutual agreement, when service affecting reports cannot be restored and it is determined support is necessary, the Collocator's **SBC-13STATE** Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If **SBC-13STATE**, working with the Collocator believes that it would be beneficial to allow the Collocator on site to aid in troubleshooting or

restoring equipment, it will so request. Charges for an escort will apply in either situation and the Collocator must identify the employee and/or **SBC-13STATE** Approved Vendor that will assist in the restoration.

13.6 The Collocator may request **SBC-13STATE** to perform routine maintenance and scheduled events, at mutually agreed upon times, which will be billed on a time and material basis and performed on a case by case basis. When requesting maintenance on Collocator owned equipment, the Collocator shall provide **SBC-13STATE** with location and identification of the equipment, a detailed description of the maintenance requested, and the estimated time required performing the routine maintenance.

13.7 For routine maintenance, product upgrades, PCN's, Engineering Complaints, storage cabinet inventories, and generic upgrades, etc., the Collocator will contact the LOC to arrange access for the Manufacturer or Collocator's **SBC-13STATE** Approved Vendor to perform the necessary work and escort charges will apply as described in Section 14. For service affecting problems covered by the Manufacturer's warranty, **SBC-13STATE** shall perform repairs as described in Section 14 of this Appendix.

13.8 **SBC-13STATE** is responsible for maintaining 7 X 24 maintenance and repair schedule for the Collocator's virtual collocation equipment at the direction of the Collocator on at a time and material basis, however, maintenance and repair will only be provided on a 7 X 24 basis if the Collocator trains the adequate number of **SBC-13STATE** personnel provided to the Collocator per Eligible Structure.

14. MEAN TIME RESPONSE INTERVAL (MTRI)

14.1 **SBC-13STATE** will be responsible for repairing/maintaining Collocator's virtually collocated equipment at the direction of the Collocator with the same diligence it repairs/maintains its own equipment. At a minimum, **SBC-13STATE** agrees to meet service response interval for installation, repair, and/or maintenance as defined below. Collocator will advise the LOC verbally, of the priority level for each trouble report based on the criteria below. The response interval is defined as the time from the conclusion of a trouble report call from Collocator to the LOC, to the time a **SBC-13STATE** technician notifies the Collocator's technical support center from the specified trouble location, of the Collocator's virtually collocated equipment that the technician is ready to begin repairs. The Mean Time Response Intervals (MTRIs) for each priority level follows:

14.1.1 **Priority 1 Tickets**. The MTRI for a Priority 1 Ticket is as follows: two (2) hours Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for Manned Offices; four (4) hour minimum callout Monday through Friday between the hours of 5:01 p.m. to 7:59 a.m.; Saturday and Sunday; and Unmanned Offices. If the callout exceeds the 4-hour minimum, additional hours will be charged at the callout rate for the duration of the ticket. A Priority 1 Ticket is issued for the following reasons:

14.1.1.1 Any network trouble reports where equipment and associated cabling indicates service degradation. This could include LOS (Loss of Signal), LOF (Loss of Frame), LOP (Loss of Pointer) or excessive errors.

14.1.1.2 Telemetry problems causing the loss of surveillance.

14.1.1.3 Remote access to the virtually collocated equipment.

14.1.2 **Priority 2 Tickets**—The MTRI for a Priority 2 Ticket is twenty-four (24) hours. A Priority 2 Ticket is issued for the following reasons:

14.1.2.1 All other non-service affecting report that is not a threat to customer service over night. Also, issue this type of priority ticket when a non-standard installation of plug-in(s) and/or circuit pack(s) is requested by the Collocator as described in Section 9.8.

14.1.3 **Priority 3 Tickets**—The MTRI for a Priority 3 Ticket is seventy-two (72) hours. A Priority 3 Ticket is issued for the following reasons:

14.1.3.1 Minor reports that have been determined not to be an immediate threat to customer service.

14.1.4 **Priority 4 Tickets**—The MTRI for a Priority 4 Ticket is four (4) business days. A Priority 4 Ticket is issued for the following reasons:

14.1.4.1 Installation of plug-ins or circuit packs, routine maintenance, etc. as described in Section 9.5 and 13.7. When installation is performed by the Collocator's **SBC-13STATE** Approved Vendor or Manufacturer, the Collocator will make arrangements with the LOC for a mutual agreed arrangement and escort charges will apply, unless the Collocator's **SBC-13STATE** Approved Vendor has a current existing Installation Agreement (IA) for the installation being performed in the Central Office. All jobs as described above that are to be performed by **SBC-13STATE** shall be requested through the LOC by the Collocator and completed at the direction of the Collocator. Collocator must identify the Manufacturer and/or **SBC-13STATE** Approved Vendor performing the work.

14.2 Charges to install, repair, and maintain Collocator's equipment will be billed per the state specific rates provided in the attached Appendix Pricing. If Collocator has not supplied sufficient replacement/installment part(s) or appropriate test equipment at the time **SBC-13STATE**'s technician is ready to begin work at a Central Office, **SBC-13STATE** will close out the ticket. Collocator must generate another trouble report to request the repair, installation, and/or maintenance once such part(s) and/or equipment have been delivered to the Eligible Structure.

15. CASUALTY LOSS

15.1 If the Eligible Structure is damaged by fire or other casualty, and:

15.1.1 The Virtual Collocation Space is rendered non-tenantable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated; or

15.1.2 The Virtual Collocation Space is rendered non-tenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, **SBC-13STATE** has the option to repair the collocation space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the collocation space cannot be repaired within ninety (90) calendar days, or **SBC-13STATE** opts not to rebuild, then the collocation arrangement provided shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as the date of such damage. **SBC-13STATE** shall endeavor to relocate Collocator equipment to an alternative location.

15.2 Any obligation on the part of **SBC-13STATE** to repair the collocation space shall be limited to repairing, restoring, and rebuilding the collocation space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any Collocator equipment; or other facilities or equipment located in the Virtual Collocation Space. Upon mutual agreement, when Collocator's space or equipment is damaged, the Collocator may arrange a visit with the LOC to inspect the condition and escort charges will apply. The Collocator must identify the employee(s) and/or **SBC-13STATE** Approved Vendor that will attend in the visit.

15.3 In the event the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the collocation space may be unaffected thereby, **SBC-13STATE** at its option, may terminate any collocation arrangement in that Eligible Structure by giving Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

16. REMOVAL OF EQUIPMENT

16.1 Unless otherwise set forth herein, if Collocator shall default in performance of any term or condition herein, and the default shall continue for thirty (30) calendar days after receipt of written notice, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **SBC-13STATE** may, immediately or at any time thereafter, without notice or demand, expel Collocator and any claiming under Collocator, remove any Collocator equipment and any other items in the Virtual Collocation Space, forcibly if necessary, and there upon such Virtual Collocation arrangement shall terminate, without prejudice to any other remedies **SBC-13STATE** might have. **SBC-13STATE** may exercise this authority on an individual collocation space basis. **SBC-13STATE** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

17. LIMITATION OF LIABILITY

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

18. INDEMNIFICATION OF SBC-13STATE

18.1 Indemnification of **SBC-13STATE**

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

19. NOTICES

19.1 Except in emergency situations, **SBC-13STATE** shall provide Collocator with written notice five (5) business days prior to those instances where **SBC-13STATE** or its subcontractors may be undertaking a major construction project in the general area of the Virtual Collocation Space or in the general area of the AC and DC power plants which support the Virtual Collocation Space.

19.2 **SBC-13STATE** will inform Collocator by telephone of any emergency-related activity that **SBC-13STATE** or its subcontractors may be performing in the general area of the Virtual Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Virtual Collocation Space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required monitoring or protecting its service.

19.3 **SBC-13STATE** will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator's equipment. **SBC-13STATE** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator's equipment.

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

If to **AR, CA, CT, KS, MO, NV, OK, TX**:

NOTICE CONTACT	CLEC CONTACT	SBC-8STATE CONTACT
NAME/TITLE	M. Devin Semler President	Account Manager-Collocation
STREET ADDRESS	6855 Tujunga Avenue	2600 North Central Expressway 6th Floor
CITY/STATE/ZIP	North Hollywood, CA 91605	Richardson, TX 75080

If to **IL, IN, MI, OH, WI:**

NOTICE CONTACT	CLEC CONTACT	SBC MIDWEST 5-STATE REGION CONTACT
NAME/TITLE	M. Devin Semler President	Account Manager-Collocation
STREET ADDRESS	6855 Tujunga Avenue	350 N. Orleans Street, 5th Floor
CITY/STATE/ZIP	North Hollywood, CA 91605	Chicago, IL 60654

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

19.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

	CLEC CONTACT	SBC-13STATE CONTACT
NAME/TITLE	M. Devin Semler President	CSC
STREET ADDRESS	6855 Tujunga Avenue	2600 North Central Expressway, 6th Floor
CITY/STATE/ZIP	North Hollywood, CA 91605	Dallas, TX 75080

20. INSURANCE

20.1 Collocator shall furnish **SBC-13STATE** with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions of this Agreement, and state the types of insurance and policy limits provided by Collocator. **SBC-13STATE** shall be named as an ADDITIONAL INSURED on general liability policy.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL THIRTY (30) CALENDAR DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER (S).

20.1.1 In addition to the insurance requirements set forth in this Agreement, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

20.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by **SBC-13STATE** from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing **SBC-13STATE** structure.

20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **SBC-13STATE**.

20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.

20.5 Collocator shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, **SBC-13STATE**'s obligation to turn over the Virtual Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for **SBC-13STATE** to receive thirty (30) calendar day's advance

written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

20.6 Collocator must also conform to recommendations made by **SBC-13STATE**'s Property Insurance Company, if any, unless a recommendation is also applicable to **SBC-13STATE** and **SBC-13STATE** does not so conform in the Eligible Structure where the Virtual Collocation Space is located.

20.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTON OF SERVICE AND PROPERTY

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

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

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

PHYSICAL COLLOCATION

TABLE OF CONTENTS

1. INTRODUCTION 3
2. DEFINITIONS 3
3. PURPOSE AND SCOPE OF APPENDIX 7
4. GENERAL OFFERINGS 7
5. SPACE AVAILABILITY AND ASSIGNMENT 13
6. ELIGIBLE EQUIPMENT FOR COLLOCATION 16
7. PHYSICAL COLLOCATION SPACE CHARGES 19
8. USE OF PHYSICAL COLLOCATION SPACE 21
9. COLLOCATOR RESPONSIBILITIES 22
10. COOPERATIVE RESPONSIBILITIES 24
11. TESTING AND ACCEPTANCE 28
12. DELIVERY INTERVALS 29
13. SECURITY 32
14. CASUALTY LOSS 33
15. REMOVAL OF EQUIPMENT 34
16. LIMITATION OF LIABILITY 34
17. INDEMNIFICATION OF SBC-13STATE 34
18. OSHA STATEMENT 35
19. NOTICES 35
20. INSURANCE 36
21. PROTECTON OF SERVICE AND PROPERTY 37
22. RESERVATION OF RIGHTS 39
23. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 39

APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

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

2. DEFINITIONS

2.1 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

2.2 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

2.3 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

2.4 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

2.5 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

2.6 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

2.7 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.8 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.9 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

2.10 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

2.11 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

2.12 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

2.13 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

2.14 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

2.15 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

2.16 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

2.17 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

2.18 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

2.19 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

2.20 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

2.21 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2.22 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

2.23 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

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

2.25 **"Adjacent Structure"** is a Collocator provided structure at **SBC-13STATE**'s Premises adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.

2.26 **"Application Fee"** means the charge assessed by **SBC-13STATE** to process the Collocator's application for physical collocation requests.

2.27 **"Approved Vendor"** is a vendor who is qualified by **SBC-13STATE** for installation, and/or removal of central office equipment, which is administered by **SBC-13STATE** Procurement on a state-by-state basis.

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

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

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

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

2.32 **"Collocator"** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **SBC-13STATE** location, for purposes of Interconnection with **SBC-13STATE** or access to Unbundled Network Elements (UNEs).

2.33 **"Delivery Date"** is the date, which **SBC-13STATE** provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.

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

2.35 **"Eligible Structure"** is (1) a **SBC-13STATE** central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by **SBC-13STATE** that houses its network facilities, or (3) a structure that houses **SBC-13STATE** transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

2.36 **"Engineering Design Charge"** is the charge assessed by **SBC-4STATE** to perform the central office survey for caged and cageless serving arrangements and to implement the collocation area.

2.37 **"Entrance Fiber Facility"** is an arrangement where a Collocator-provided single mode fire retardant dielectric fiber optic cable extends from the **SBC-13STATE** designated manhole into the **SBC-13STATE** Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the **SBC-13STATE** Eligible Structure, if available.

2.38 **"Equipment"** means hardware that must use power, have electronics, and provide a Telecommunications Service. The equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. The Collocator may not collocate its equipment sub-components or piece-parts.

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

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

2.41 **"Interconnector's Collocation Services Handbook"** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the **SBC-13STATE**'s, which is located on the **SBC-13STATE** CLEC Online Website (https://clec.sbc.com/), as amended from time to time.

2.42 "**Non Standard Collocation Request" (NSCR)** in **SBC MIDWEST REGION 5-STATE**, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

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

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

2.45 **"Physical Collocation Space"** is the space provided for the Collocator's physical collocation arrangement located within an **SBC-13STATE** Eligible Structure.

2.46 **"Point of Termination" (POT)** denotes the point of demarcation, within an Eligible Structure at which the **SBC-13STATE** responsibility for the provisioning of service ends.

2.47 **"Premises"** means **SBC-13STATE**'s Eligible Structures and all land owned, leased or otherwise controlled by **SBC-13STATE** that is adjacent to these Eligible Structures.

2.48 **"Project Management Fee"** reflects **SBC-13STATE**'s labor costs to manage the provisioning of the individual Collocator's space requirements for a particular Physical Collocation Space request. This fee is applicable upon the submission of an application.

2.49 **"Shared Physical Collocation Cage"** is a caged Physical Collocation Space that is shared by two or more Collocators within the **SBC-13STATE**'s Eligible Structure.

2.50 **"Technically Feasible" -** A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in **SBC-13STATE**'s Eligible Structures that such an arrangement is technically feasible.

2.51 **"Unbundled Network Element" (UNE)** is As Defined in the Act.

2.52 **"Unused Space"** is space within **SBC-13STATE** Premises which is available for collocation (subject to technically feasibility, state and local safety and engineering requirements, third party property rights, and other requirements set forth in this Agreement) unless it is (a) physically occupied by non-obsolete and/or used equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by **SBC-13STATE** or by another carrier or affiliate; or (f) essential for the administration and proper functioning of **SBC-13STATE**'s Premises.

3. PURPOSE AND SCOPE OF APPENDIX

3.1 Collocation is available in accordance with section 251(C)(6) of the Act and consistent with Section 2.12.1.3 of the General Terms and conditions of the Agreement.

3.2 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which **SBC-13STATE** will provide Physical Collocation to Collocator.

3.3 Preparation Prior to Regulatory Approval

3.3.1 Upon the written request of Collocator, **SBC-13STATE** shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by **SBC-13STATE**. To the extent that **SBC-13STATE** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by **SBC-13STATE**.

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

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

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

3.3.2.3 If the Collocator has not received their State Certification or the State Commission has not approved the ICA by Day one hundred eighty (180) calendar days after space turnover, then the Collocator (forfeits) all charges collected to date by **SBC-13STATE** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

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

4. GENERAL OFFERINGS

4.1 Except where Physical Collocation is not practical for technical reasons or because of space limitations, **SBC-13STATE** will provide Physical Collocation to Collocator for the purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access, or

both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to **SBC-13STATE** Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. Physical Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96.

4.1.1 Caged Physical Collocation

4.1.1.1 In the **SBC-13STATE**'s, Collocator may apply for Caged Physical Collocation in initial and subsequent increments of fifty (50) square feet. Space totaling less than fifty (50) square feet will be provided where technically feasible. The caged serving arrangement is an area designated by **SBC-13STATE** within an Eligible Structure to be used by a Collocator for the sole purpose of installing, maintaining and operating Collocator provided equipment. **SBC-13STATE** will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct or condition the Physical Collocation Space so the first Collocator in an **SBC-13STATE** Eligible Structure will not be responsible for the entire cost of site preparation.

4.1.1.2 The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of **SBC-13STATE**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **SBC-13STATE**, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

4.1.2 Shared Caged Collocation

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

4.1.2.1.1 A Collocator may request that **SBC-13STATE** provide Shared Caged Collocation via (i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space (**"New Shared Collocation"**) or (ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation (**"Subleased Shared Collocation"**). In each Shared Caged Collocation arrangement, **SBC-13STATE**'s single point of contact (SPOC) with respect to such arrangement shall be referred to as the **"Primary Collocator"**. For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a **"Resident Collocator"**. An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the

Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

4.1.2.1.2 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from **SBC-13STATE** in a single application. The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of **SBC-13STATE**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **SBC-13STATE**, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. **SBC-13STATE** will prorate the Preparation Charges incurred by **SBC-13STATE** to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an **SBC-13STATE** Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and **SBC-13STATE** shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, **SBC-13STATE** shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement or the applicable tariff under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **SBC-13STATE** as a

third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

4.1.2.1.3 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Agreement. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **SBC-13STATE** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement or the applicable tariff under which the Primary Collocator purchases collocation t shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

4.1.2.1.4 The Primary Collocator represents and warrants to **SBC-13STATE** that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 6.1 of this Appendix and which is necessary to Interconnect with **SBC-13STATE** or for access to **SBC-13STATE**'s Unbundled Network Elements. **SBC-13STATE** shall provide Collocator access to **SBC-13STATE**'s Unbundled Network Elements and permit Collocator to interconnect its network with **SBC-13STATE** from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and **SBC-13STATE** shall have no obligation to provide Collocator's Resident Collocators access to **SBC-13STATE**'s Unbundled Network Elements or **SBC-13STATE**'s network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with **SBC-13STATE**.

4.1.2.1.5 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees **SBC-13STATE** the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. **SBC-13STATE** shall bill the new Primary Collocator any applicable charges to change **SBC-13STATE**'s records and databases to reflect such new Primary Collocator.

4.1.3 Cageless Physical Collocation

4.1.3.1 Subject to technical feasibility and security requirements, **SBC-13STATE** will allow Collocator to collocate in any Unused Space in **SBC-13STATE**'s Eligible Structure (eg. Central Office, CEV, Hut or Cabinet containing Telecommunications Equipment), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to Collocator's Physical Collocation Space. **SBC-13STATE** will designate the space to be used for cageless collocation. **SBC-13STATE** may require Collocator to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for Collocator's use, and once inside the building, **SBC-13STATE** must permit Collocator to have direct access to their equipment.

4.1.3.2 Collocator will install their own bay(s) by an **SBC-13STATE** Approved Vendor. **SBC-13STATE** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

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

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

4.1.3.5 **SBC-13STATE** prefers that the equipment mounted in the bay be flush mounted with the front of the bay; provided, however, in no event may the equipment be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated cabling must not exceed 15" for a standard bay.

4.1.3.6 **SBC-13STATE** may not require Collocator to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit to incumbents, in lieu of direct connection to **SBC-13STATE**'s network if technically feasible. **SBC-13STATE** may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing **SBC-13STATE** equipment in its own cage, and other reasonable security measures examples of which are described herein Section 13 of this Appendix. **SBC-13STATE** must make cageless collocation space available in single-bay increments, meaning that Collocator can purchase space in single bay increments. **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in an **SBC-13STATE** Premise will not be responsible for the entire cost of site preparation. **SBC-13STATE** will provide collocation space in CEV's, Huts or Cabinets in increments of "rack inches" (the amount of vertical rack space required to mount the Collocator's equipment including any space required for equipment separation and heat dissipation).

4.1.4 Adjacent Structure Collocation

4.1.4.1 When space is legitimately exhausted inside an **SBC-13STATE** Eligible Structure, **SBC-13STATE** will permit Collocator to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults, controlled environmental huts or similar structures such as those used by **SBC-13STATE** to house telecommunications equipment) located at **SBC-13STATE**'s Premises to the extent technically feasible. **SBC-13STATE** will permit Collocator or a third party to construct or otherwise procure such Adjacent Structure,

subject to reasonable safety and maintenance requirements, zoning and other state and local regulations, and **SBC-13STATE**'s right to exercise reasonable control over the design, construction, and placement of such Adjacent Structures. **SBC-13STATE** will allow the Collocator to provide equipment installed within the Adjacent Structure subject to all the requirements set forth in this Appendix. Collocator will be responsible for securing the required licenses and permits, the required site preparations, and will retain responsibility for building and site maintenance associated with placing the Adjacent Structure. **SBC-13STATE** may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet building growth requirements. **SBC-13STATE** will assign the location where the Adjacent Structure will be placed.

4.1.4.2 When requested, **SBC-13STATE** will provide up to 100 AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and up to 200 AMPS of DC power to the Adjacent Structure up to 50 cable feet from the Central Office. When power requirements are beyond these office capacities and distance limitations, **SBC-13STATE** will treat the requirements as a non-standard request (ICB or NSCR) and coordinate a mutually agreeable solution for provisioning power with Collocator. At its option, Collocator may choose to provide its own AC and DC power to the Adjacent Structure. **SBC-13STATE** will provide power and physical collocation services and facilities to such Adjacent Structures, subject to the same nondiscrimination requirements as other physical collocation arrangements in this Agreement.

4.1.4.3 If Physical Collocation Space becomes available in a previously exhausted Eligible Structure, **SBC-13STATE** will not require Collocator to move or prohibit Collocator from moving, a collocation arrangement into that structure. Instead **SBC-13STATE** will continue to allow the Collocator to collocate in any Adjacent Structure that the Collocator has constructed or otherwise procured.

4.2 All requests for **"Other Physical Collocation"** arrangements or other Collocation services not contained in this Appendix will be considered on a case-by-case basis (ICB or NSCR). Other Physical Collocation arrangements or other Collocation services requested via an ICB or NSCR shall (i) be subject to the payment by CLEC of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and develop, provision and bill such Collocation method or service, (ii) be excluded from any provisioning intervals or performance measures contained in this Agreement, and (iii) require the Parties to reach written agreement on any rates, terms and conditions applicable to such ICB or NSCR within thirty (30) days after CLEC confirms its order pursuant to the ICB or NSCR. When a Collocator requests a particular Physical Collocation arrangement, the Collocator is entitled to a rebuttable presumption that such arrangement is technically feasible if any incumbent LEC, with a substantially similar network, has deployed such collocation arrangement in any incumbent LEC Physical Collocation Space. If **SBC-13STATE** refuses to provide a Physical Collocation arrangement, or an equally cost effective arrangement, it may do so if it rebuts the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.

4.3 The Collocator's **SBC-13STATE** Approved Vendor will be permitted access to the **SBC-13STATE** Main Distribution Frame and/or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **SBC-13STATE** Approved Power Installation Vendor to install power cable(s) from the Collocator's Physical Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5.3 and 10.6 of this Appendix.

4.4 **SBC-13STATE** shall permit Collocator to place its own connecting transmission facilities within **SBC-13STATE**'s Eligible Structure in the Physical Collocation space, without requiring the Collocator to

purchase any equipment or connecting facilities solely from **SBC-13STATE**, subject to reasonable safety limitations.

4.5 **SBC-13STATE** shall voluntarily permit the Collocator to provide, via installation by an **SBC-13STATE** approved vendor, a direct connection between its collocated equipment in a Physical Collocation Space to its collocated equipment located within the same **SBC-13STATE** Eligible Structure provided such Collocator has satisfied the statutory and contractual requirements for collocation in each instance. In addition, **SBC-13STATE** shall permit the Collocator to provide, via installation by an **SBC-13STATE** approved vendor, a direct connection between its collocated equipment and the collocated equipment of one or more separate telecommunications carriers collocated within the same **SBC-13STATE** Premises provided that Collocator and each such carrier has satisfied the statutory and contractual requirements to qualify for collocation. Where technically feasible, a connection may be made using copper cable, dark fiber, lit fiber, or such other transmission medium (media) mutually agreed to by SBC and collocators in writing. A collocation application listing a different medium (media) for a connection, even if accepted by **SBC-13STATE**, shall not constitute such a writing. A Collocator's request for a connection using other transmission medium (media) shall be submitted via the NSCR/ICB procedure.

4.5.1 **SBC-13STATE** will designate and engineer the route, place cable racking (if applicable) and provide space to be used for such connections. Such connections and their installation shall be subject to the same reasonable safety requirements that **SBC-13STATE** imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**.

5. SPACE AVAILABILITY AND ASSIGNMENT

5.1 At the request of Collocator, **SBC-13STATE** will provide space for Physical Collocation as described above. **SBC-13STATE** is not required to provide Physical Collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, **SBC-13STATE** will provide Adjacent Structure Collocation as described above or Virtual Collocation, as described in the Appendix Virtual Collocation, except where **SBC-13STATE** proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, **SBC-13STATE** will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

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

5.2.1 When space for Physical Collocation in a particular Eligible Structure is not available, **SBC-13STATE** shall place Collocator on the waiting list for collocation in a particular Eligible Structure

according to the date Collocator submitted its application for Physical Collocation in that Eligible Structure.

5.3 If **SBC-13STATE** contends that space for Physical Collocation is not available in an Eligible Structure, **SBC-13STATE** must allow Collocator to tour the entire central office or other Eligible Structure in question, without charge and within ten (10) calendar from the receipt of **SBC-13STATE**'s denial of space notification or such later date as mutually agreed by the parties. Prior to taking a tour, each representative must execute and deliver to **SBC-13STATE** a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an **SBC-13STATE**'s Eligible Structure.

5.3.1 If Collocator disputes **SBC-13STATE**'s determination, Collocator can elect a review to be made by a mutually agreed to third party engineer or a Commission designate, under a non-disclosure agreement. All costs of the third-party inspection including, but not limited to, all payments to the third-party engineer or Commission designate in connection with the inspection, shall be shared equally by **SBC-13STATE** and the Collocator. The third party engineer shall take into consideration **SBC-13STATE**'s planned use for the Eligible Structure under review and, to the extent it can review Collocator space and how it is used.

5.3.2 If **SBC-13STATE** denies a Collocator's request for Physical Collocation because of space limitations and, after touring the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, **SBC-13STATE** shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, **SBC-13STATE** or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation.

5.4 **SBC-13STATE** will maintain a publicly available document, posted for viewing on **SBC-13STATE**'s CLEC Online Website, indicating all Eligible Structures that are full, and will update such a document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation Space.

5.5 Upon receipt of a written request, **SBC-13STATE** will submit to the Collocator within ten (10) calendar days of the submission of the request a report describing in detail the space that is available for collocation in a particular **SBC-13STATE** Premises. This report will specify the amount of collocation space available at each requested Premises, the number of collocators, and any modifications in the use of the space since the last report. This report will also include measures that **SBC-13STATE** is taking to make additional space additional space available for collocation. **SBC-13STATE** will provide a report for two (2) to five (5) requests in ten (10) business days and six (6) to twenty (20) requests in twenty-five (25) business days. Should the Collocator submit more than twenty (20) requests at once, **SBC-13STATE** will provide the information on a scheduled basis of ten (10) additional offices for every ten (10) business days.

5.5.1 In **SBC-13STATE**, reports shall be ordered via the Collocation order form on **SBC-13STATE**'s CLEC Online Website and shall specifically identify the CLLI code of each Premises for which a report is ordered.

5.5.2 **SBC-13STATE** shall recover costs for the implementation of these reporting measures in a reasonable manner.

5.5.3 **SBC-13STATE** shall permit a Collocator to submit Physical Collocation Space preferences prior to **SBC-13STATE** assigning the carrier's space. Such preference shall be indicated on the Collocator's Physical Collocation application.

5.6 **SBC-13STATE** is not required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. Moreover, **SBC-13STATE** is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of Collocator equipment or facilities, whether through an initial request for Physical Collocation or a subsequent request for more space in an Eligible Structure. **SBC-13STATE** and Collocator shall not unreasonably warehouse forecasted space.

5.7 To the extent possible, **SBC-13STATE** will make contiguous space available to a Collocator if a Collocator seeks to expand an existing Physical Collocation arrangement and such request meets **SBC-13STATE**'s non-discriminatory practices regarding efficient space utilization.

5.8 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, **SBC-13STATE** will take into account future demand based upon its knowledge of Collocator demand for Collocation. Collocator will provide **SBC-13STATE** with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.

5.9 **SBC-13STATE** may retain a limited amount of floor space for **SBC-13STATE**'s own specific future uses; provided, however that neither **SBC-13STATE** nor any of its affiliates may reserve space for future use for like equipment on terms more favorable than those that apply to other telecommunications carriers, including Collocator, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, **SBC-13STATE** will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless **SBC-13STATE** proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, **SBC-13STATE** and the Collocator will attempt to reach a mutually agreeable alternative method of interconnection.

5.10 At the request of the Commission or Collocator, **SBC-13STATE** shall remove any obsolete and unused equipment (e.g., retired in-place") from its Eligible Structures. **SBC-13STATE** shall be permitted to recover the cost of removal and/or relocation of such equipment if **SBC-13STATE** incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).

5.11 **SBC-13STATE** may impose reasonable restrictions on its provision of additional Unused Space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Report and Order (96-325); provided, however, that **SBC-13STATE** shall not set a maximum space limitation on Collocator unless **SBC-13STATE** proves to the Commission that space constraints make such restrictions necessary.

5.12 Notwithstanding anything contrary in this Agreement, **SBC-13STATE** maintains ultimate authority to assign and configure space for Physical Collocation within its Premises. **SBC-13STATE** will assign Physical Collocation Space on rates, terms and conditions that are just, reasonable, and nondiscriminatory. **SBC-13STATE**'s space assignment will not (i) materially increase a Collocator's collocation costs or materially delay a Collocator's occupation and use of the **SBC-13STATE**'s Premises, unless required by operational constraints unrelated to competitive concerns, or (ii) reduce unreasonably the total space available for physical collocation or preclude unreasonably Physical Collocation within **SBC-13STATE**'s Premises. In addition, **SBC-13STATE** will not assign Physical Collocation Space that will discriminatorily impair the quality of service or impose other material limitations on the service Collocator wishes to offer.

5.13 **SBC-13STATE** may restrict Physical Collocation to space separated from space housing **SBC-13STATE**'s Equipment, provided that each of the following conditions is met:

(1) Either legitimate security concerns, or operational constraints unrelated to **SBC-13STATE**'s or any of its Affiliates' or subsidiaries competitive concerns, warrant such separation;

(2) Any Physical Collocation Space assigned to an Affiliate or subsidiary of **SBC-13STATE** is separate from space housing **SBC-13STATE**'s equipment;

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

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

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

5.14 **SBC-13STATE** may require the employees and contractors of Collocator to use a central or separate entrance to the **SBC-13STATE** Premises; provided, however, that where **SBC-13STATE** requires that the employees or contractors of Collocator access collocated Equipment only through a separate entrance, employees and contractors of the **SBC-13STATE**'s Affiliates and Subsidiaries will be subject to the same restriction.

5.15 **SBC-13STATE** may construct or require the construction of a separate entrance to access Physical Collocation Space, provided that each of the following conditions is met:

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

(2) Either legitimate security concerns, or operational constraints unrelated to **SBC-13STATE**'s or any of its Affiliates' or Subsidiaries competitive concerns, warrant such separation;

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

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

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 **SBC-13STATE** will allow Equipment to be collocated only if (1) it is "necessary" for interconnection to the **SBC-13STATE**'s network for the transmission and routing of telephone exchange service or exchange access, or for access to **SBC-13STATE**'s unbundled network elements ("UNEs") for the provision of a Telecommunications Service, under all the standards and requirements addressed in this Section 6, or (2) **SBC-13STATE** voluntarily decides to allow the Equipment to be collocated on a non-discriminatory basis.

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

(1) Equipment is considered necessary for Interconnection if an inability to deploy that Equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining interconnection with **SBC-13STATE** at a level equal in quality to that which **SBC 13STATE** obtains within its own network or **SBC-13STATE** provides to any Affiliate, subsidiary, or other party.

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

6.3 Subject to the requirements of Section 6, "Stand-alone Function" Equipment that may be collocated include:

(1) Transmission equipment that is optical terminating equipment or a multiplexer.

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

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

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

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

6.4 **SBC-13STATE** may, at its option on a non-discriminatory basis, deny collocation of any of the above, or any other, Equipment if collocation of that Equipment would burden **SBC 13STATE**'s property interests and alternative Equipment not imposing such a burden is practically, economically, and operationally available to obtain interconnection or access to UNEs consistent with sections 251(c)(2) and 251(c)(3) of the Act. For **SBC-13STATE** to consider whether a request avoids such burden, the CLEC must provide all information needed by **SBC-13STATE** concerning the equipment or facilities in question, including without limitation its size (height, width, and depth) and its requirements for power, heat, ventilation, and air conditioning, and other resources. In addition, in order for **SBC-13STATE** to determine whether or not Equipment meets the "necessary" standard, CLEC must provide information establishing how it intends to use the equipment for interconnection with **SBC-13STATE**'s network for the transmission and routing of telephone exchange service and exchange access and/or for access to **SBC-13STATE**'s UNEs for the provision of a Telecommunications Service. For this purpose, CLEC must identify what it intends to interconnect the Equipment to and/or what it intends to use the Equipment to access and must identify the services it intends to use the Equipment to provide. To qualify for collocation, any of the above Equipment that is used for switching or routing must be (1) "necessary" under the standards set forth above for access to a **SBC-13STATE** UNE sub-loop and (2) used solely for that purpose unless it also meets the requirements set forth below for collocating "Multi-functional Equipment." Equipment excluded from collocation in any other sub-section of this Section 6 also would be excluded as "stand-alone function" Equipment. **SBC-13STATE** will make determinations on a request-by-request basis of whether or not Equipment meets these standards in order to be permitted, or whether or not Equipment will be voluntarily permitted. Moreover, if CLEC seeks to collocate a switch, CLEC must provide information establishing whether the switch is a packet switch, a circuit switch, or a combination. If the switch is a circuit switch or a combination, CLEC must provide information establishing whether or not the switch is used in conjunction, via an umbilical, with host switches located in different CLEC locations.

6.5 **SBC-13STATE** will not allow collocation of, among other Equipment, traditional, circuit switches or enhanced/information services Equipment. For purposes of this section, "traditional, circuit switch" is defined as any Equipment that performs circuit switching independently of other switches or switching systems and does not meet the requirements set forth below for collocating "Multi-functional Equipment." "Traditional circuit switches" include, but are not limited to, the following examples of equipment when such equipment does not meet such requirements: (1) equipment with circuit switching capabilities included in 47 CFR section 51.319(c) which defines "local circuit switching capability" and "local tandem switching

capability;" (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch; and (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; and Siemens EWSD. For purposes of this Section 6, "enhanced services" are defined as in 47 CFR section 64.702, and "information services" are defined as in section 3(2) of the Act.

6.6 For purposes of this Section 6, "Multi-functional Equipment" is defined as Equipment that combines one or more functions that are necessary for interconnection or access to UNEs with one or more functions that would not meet that standard as stand-alone functions ("Unnecessary Functions"). **SBC-13STATE** will permit the collocation of Multi-functional Equipment if and only if the primary purpose and function of the Equipment, as the Collocator seeks to deploy it, meets all the requirements set forth Section 6.3 above for either interconnection or access to UNEs. For a piece of Multi-functional Equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more UNEs, there also must be a logical nexus between the additional functions the Equipment would perform and the telecommunication services which the Collocator seeks to provide to its customers by means of the interconnection or UNE. The additional functions must aid in the actual transmission or routing of telephone exchange service and exchange access used with interconnection, or in the actual provision of the telecommunications service used with access to UNEs, in the manner that the CLEC intends to provide such services. For example, **SBC-13STATE** will not allow collocation of certain Equipment including, without limitation, Equipment used to provide payroll processing, data collection, billing, or Equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, or other operation support systems, or other Equipment that does not provide telecommunications services. Collocator may not collocate Multi-Functional Equipment that has Unnecessary Functions which significantly increases the burden on **SBC-13STATE**'s property interests. For example, the additional functions must not require reconfiguration of the outer boundaries of the CLEC's collocation space, increased floor support, or upgrades to power, air conditioning, heating, or similar plant. **SBC-13STATE** also will consider other potential burdens on a request-by request basis, together with making determinations of whether or not particular Equipment meets all the standards in this Section 6. For **SBC-13STATE** to make these considerations, the CLEC must provide, without limitation, the information described in Section 6.4.

6.7 Ancillary Equipment or facilities do not provide telecommunications services and are not "necessary" for interconnection or access to unbundled network elements. **SBC-13STATE** voluntarily allows the Collocator to place in its Physical Collocation space certain ancillary Equipment or facilities solely to support and be used with Equipment that the Collocator has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, portable test equipment, equipment racks and bays, and potential other ancillary equipment or facilities may be placed in **SBC-13STATE**'s premises, on a non-discriminatory basis, only if **SBC-13STATE** agrees to such placement.

6.8 Collocator may not collocate certain equipment, facilities, or hardware which duplicate equipment, facilities or hardware used, and functions performed, by **SBC-13STATE** as part of its provision of infrastructure systems for collocation. Such equipment, facilities or hardware include, without limitation, Battery Distribution Fuse Bays, air conditioners, heaters, or bulk power plants. These and other types of equipment, facilities or hardware that do not provide Telecommunications Services may not be collocated.

6.9 **SBC-13STATE** will consider other equipment that provides a Telecommunications Service on a request-by request basis, together with making determinations of whether or not particular Equipment meets all the standards in this Section 6.

6.10 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

6.11 All types of equipment placed in **SBC-13STATE** Eligible Structures or on its Premises by Collocators must meet the **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with **SBC-13STATE** LEC document TP76200MP which contains network equipment, power, grounding, environmental, and physical design requirements and also contains Level 1 safety requirements except in Texas and any other state that has adopted the same approach as Texas, where Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems.

6.12 **SBC-13STATE** will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that **SBC-13STATE** applies to its own network equipment. **SBC-13STATE** will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

6.13 In the event that **SBC-13STATE** denies Collocation of Collocator's equipment, citing minimum safety standards, **SBC-13STATE** will provide within five (5) business days of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.

6.14 In the event Collocator submits an application requesting collocation of certain equipment and **SBC-13STATE** determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the equipment. If Collocator disputes such determination by **SBC-13STATE**, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If **SBC-13STATE** determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) business days of the date of the written notice from **SBC-13STATE**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. PHYSICAL COLLOCATION SPACE CHARGES

7.1 Physical Collocation Space

For each Physical Collocation request, Collocator must submit a separate Physical Collocation Application with the applicable Application and Project Management Fees including, but not limited to, the following types of requests: (i) a request to physically collocate equipment in a new Physical Collocation Space, (ii) a request to Augment an existing Physical Collocation Space, (iii) a request for direct cabling within an Eligible Structure, (iv) a request to partially disconnect and/or removal of Collocator's Eligible Equipment from an Eligible Structure, (v) a request to complete disconnect and/or removal of Collocator's Eligible Equipment from an Eligible Structure, (v) an ICB or NSCR, and (vi) specified revisions to Collocation Applications. A copy of the Physical Collocation Application may be obtained from the **SBC-13STATE** Collocation Services Account Manager or from the **SBC-13STATE** CLEC Online Website.

7.2 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space, using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure.

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

7.3.1 An ICB/NSCR quote is prepared by **SBC-13STATE** to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space, Augment, or Collocation services where a state specific Appendix Pricing rate element does not exist. This ICB/NSCR quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) calendar days following the job completion date.

7.4 Collocator shall pay its proportionate share of any reasonable security arrangements **SBC-13STATE** employs to protect **SBC-13STATE** equipment and ensure network reliability.

7.5 Payment of Preparation - Prior to any obligation on **SBC-13STATE** to start any preparation of the Physical Collocation Space, Collocator shall pay **SBC-13STATE** fifty percent (50%) of the Preparation Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). Collocator also has the option of submitting a surety bond to cover these charges, in lieu of a check. The remainder of the Preparation Charge and any Custom Work charge are due upon completion and prior to occupancy by the Collocator.

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

7.6 Occupancy Conditioned on Payment - **SBC-13STATE** shall not permit Collocator to have access to the Physical Collocation Space for any purpose other than inspection during construction of Collocator's Physical Collocation Space until **SBC-13STATE** is in receipt of complete payment of the Preparation Charge and any Custom Work charges.

7.7 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after **SBC-13STATE** has begun preparation of the Physical Collocation Space but before **SBC-13STATE** has been paid the entire amounts due under this Appendix, then in addition to any other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in **SBC-13STATE**'s intrastate tariff late payment provision(s) applicable to access services for the State in which the Physical Collocation Space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

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

7.10 The monthly recurring charge(s) shall begin to apply, no later than five (5) calendar days from the date that **SBC-13STATE** made the Physical Collocation Space available to the Collocator, Physical Collocation Space regardless of any failure by Collocators to complete its work. The fact that **SBC-13STATE** may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.

7.11 The charges for an Adjacent Structure Collocation and for a Physical Collocation arrangement that is provided in Eligible Structures other than Central Offices shall be determined on Individual Case Basis (ICB/NSCR) in the **SBC-13STATES**.

8. USE OF PHYSICAL COLLOCATION SPACE

8.1 **SBC-13STATE** shall ensure that the Physical Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8.2 Restroom access and parking will be provided on a reasonable basis in the **SBC-13STATES**.

8.3 A list of all Collocator equipment that will be placed within the Physical Collocation Space shall be set forth on the Collocator's Physical Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Physical Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's **SBC-13STATE** Approved Vendor shall not place or leave any other equipment or facilities within the Physical Collocation Space without the express written consent of **SBC-13STATE**.

8.4 In the event that subsequent to the submission of the Physical Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Physical Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Physical Collocation Application, Collocator shall furnish to **SBC-13STATE** a new Physical Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and

awards, **SBC-13STATE** may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **SBC-13STATE** and Collocator of a final list and description and receipt by **SBC-13STATE** of payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

8.5 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to **SBC-13STATE** network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, is strictly prohibited.

8.6 Operation of any equipment, facilities or any other item placed in the Physical Collocation Space shall not interfere with or impair service over **SBC-13STATE** network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Physical Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Physical Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

8.7 In no case shall the Collocator's **SBC-13STATE** Approved Vendor or any person or entity purporting to be acting through or on behalf of the Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Physical Collocation Space the Eligible Structure or the Adjacent Structure without the advance written permission or direction of **SBC-13STATE**. **SBC-13STATE** shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that **SBC-13STATE** shall have the right to reject or modify any such request. If **SBC-13STATE** performs any such construction, and the associated cost shall be paid by Collocator in accordance with **SBC-13STATE** then-standard custom work order process, ICB or NSCR.

9. COLLOCATOR RESPONSIBILITIES

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

9.2 Collocator represents and warrants that each item of Collocator's Equipment meets **SBC-13STATE** minimum safety standards and are compliant with the other requirements set forth in this Appendix. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO **SBC-13STATE** IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.

9.3 Procurement, installation and termination of interconnection cabling between Collocator's Physical Collocation Space and **SBC-13STATE** Main Distribution Frame and/or interconnection points by Collocator's **SBC-13STATE** Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5.3 of this Appendix.

9.4 Procurement and installation of power cable(s) by Collocator's **SBC-13STATE** Approved Power Installation Vendor from the Physical Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.

9.5 Collocator's employees, agents and contractors shall be permitted access to the Physical Collocation Space at all times, provided that Collocator's employees, agents and contractors comply with **SBC-13STATE**'s policies and practices pertaining to fire, safety and security. Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Physical Collocation Space.

9.6 Collocator is solely responsible for the design, engineering, installation, testing, performance, and maintenance of the Collocator Telecom Equipment used by Collocator in the Physical Collocation Space. Collocator may not disassemble, remove or otherwise reconfigure the cage enclosure (Physical Collocation Space) at any time unless it has been provided by the Collocator. Collocator is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Physical Collocation Space in the **SBC-13STATES**:

9.6.1 Its fiber optic cable(s);

9.6.2 Its Collocator Telecom Equipment;

9.6.3 Collocator requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within Collocator's Physical Collocation Space; and

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

9.6.5 **SBC-13STATE** requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from **SBC-13STATE**'s BDFB. No CIPP is required for 20, 40 or 50 amp arrangements, which are served from **SBC-13STATE**'s BDFB. The CIPPs are designed to provide 20, 40, 50 or 100/200 (maximum) amp redundant increments of DC power. The CIPP is always required for 100/200 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP76200MP Level 1 requirements.

9.7 Collocator will, whenever possible, place their telecom equipment in the Physical Collocation Space within ninety (90) calendar days of Delivery Date. Collocator must interconnect to **SBC-13STATE**'s network or gain access to **SBC-13STATE**'s unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, **SBC-13STATE** may, upon written notice, terminate that Physical Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under this Appendix for the terminated arrangement and, further, shall continue to be bound by the provisions of this Appendix, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator Telecom Equipment is considered to be interconnected when physically connected to **SBC-13STATE**'s network or a **SBC-13STATE** unbundled network element for the purpose of Collocator providing a telecommunications service.

9.8 Orders for additional space will not be accepted until the existing Collocator's Physical Collocation Space in the requested Eligible Structure, is "efficiently used." Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DSO, DS1, Fiber, etc.) in the requested Eligible Structure is "efficiently use."

9.8.1 For purposes of this Appendix, "efficiently used" space means the Collocator is utilizing between sixty percent (60%) and one hundred percent (100%) of the Collocator's existing collocation space arrangement, caged and/or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of **SBC-13STATE**.

9.8.2 For purposes of this Appendix, "efficiently used" CFA means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of **SBC-13STATE**.

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

9.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 9.10.1, 9.10.2, 9.10.3, and 9.10.4. Collocator shall strictly observe and abide by each in **SBC-13STATE**s.

9.10.1 **SBC-13STATE** TP76200MP, Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;

9.10.2 **SBC-13STATE**'s most current Interconnector's Collocation Services Handbook and any successor document(s), as may be modified from time to time as set forth below.

9.10.3 **SBC-13STATE** TP76300MP, standards and requirements for equipment and facilities installations, and any successor document(s) within **SBC-13STATE** central offices and may be modified from time to time.

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

10. COOPERATIVE RESPONSIBILITIES

10.1 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure. **SBC-13STATE** will permit Collocator to subcontract the construction of Physical Collocation arrangements with contractors/vendors approved by **SBC-13STATE**, provided that **SBC-13STATE** will not unreasonably withhold approval of contractors.

10.2 **SBC-13STATE** will allow Collocator to select its own contractors for all required engineering and installation services associated with the Collocator Telecom Equipment (*e.g.*, **SBC-13STATE** shall not require Collocator to use **SBC-13STATE**'s internal engineering or installation work forces for the engineering and

installation of the Collocator Telecom Equipment). Installation of the Collocator Telecom Equipment in the Physical Collocation Space must nevertheless comply with **SBC-13STATE** TP76300MP. Collocator-selected contractors must agree to all policies and procedures in this Appendix. Access to the Eligible Structure or **SBC-13STATE**'s Premises and the Physical Collocation Space for Collocator contractors is provided submit to the same requirements as the Collocator.

10.2.1 In **SBC-13STATE**, Collocator's contractors must be certified as required in the Interconnector's Collocation Handbook which is not incorporated herein but available on **SBC-13STATE**'s CLEC Online Website.

10.3 If the Interconnector's Collocation Services Handbook, **SBC-13STATE**'s CLEC Online Website or the TP76200MP, is modified subsequent to the effective date of this agreement from the attached, the following shall apply:

10.3.1 If a modification is made after the date on which Collocator has or orders a Physical Collocation arrangement, **SBC-13STATE** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **SBC-13STATE**.

10.4 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, **SBC-13STATE**'s CLEC Online Website, **SBC-13STATE** TP76300MP, and the TP76200MP in the **SBC-13STATES**.

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

10.5.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-13STATE**, and for leaving sufficient cable length to fully extend the fiber optic cable to the Collocator's assigned space within the Eligible Structure. Under **SBC-13STATE** observation, the Collocator's **SBC-13STATE** Approved Vendor will fully extend such Collocator-provided cable per the **SBC-13STATE** TP76300MP to the Collocator's assigned Physical Collocation Space. Coordination for placement of entrance cable facilities must be scheduled with **SBC-13STATE**'s designated Outside Plant Engineer and must obtain an approved Method of Procedures (MOP) from **SBC-13STATE**.

10.5.2 **SBC-13STATE** will permit interconnection of copper or coaxial cable only if first approved by the appropriate State Commission and will permit collocation of microwave transmission equipment along with the microwave entrance facility except where such collocation is not practical for technical reasons or because of space limitations.

10.5.3 **SBC-13STATE** will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Physical Collocation Space and **SBC-13STATE** Main Distribution Frame and/or its equivalent will be installed by the Collocator's **SBC-13STATE** Approved Vendor. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the

SBC-13STATE's standards and requirements for installation of equipment and facilities. **SBC-13STATE** will install and stencil the termination blocks or panels at **SBC-13STATE**'s Main Distribution Frame and/or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

10.6 Unless otherwise expressly agreed in writing, **SBC-13STATE** will provide for all AC and DC power requirements in the Eligible Structure. The Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the power and **SBC-13STATE**'s associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **SBC-13STATE**'s substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the **SBC-13STATE**'s is based on demand management. **SBC-13STATE** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's **SBC-13STATE** Approved Power Installation Vendor will install the power cable(s) from the Physical Collocation Space to **SBC-13STATE**'s dedicated termination points on the Battery Distribution Fuse Bay (BDFB. When the **SBC-13STATE**'s designated power termination point(s) is at the **SBC-13STATE**'s Power Plant Primary Distribution, the Collocator's **SBC-13STATE** Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned **SBC-13STATE** Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power cable(s) to the **SBC-13STATE**'s Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE** TP76300MP.

10.7 **SBC-13STATE** will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that **SBC-13STATE** provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.

10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or **SBC-13STATE** under its then-standard custom work order process or NSCR, including payment requirements prior to the installation of the regeneration equipment.

10.9 Collocator and **SBC-13STATE** are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

10.10 **SBC-13STATE** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

10.11 **SBC-13STATE** agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Physical Collocation Space.

10.12 Collocator and **SBC-13STATE** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

10.13 In **SBC-13STATE**, each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.

10.14 In the event **SBC-13STATE** determines it necessary for Physical Collocation Space to be moved within the Eligible Structure in which the Physical Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the continued occupancy of the Physical Collocation Space or Eligible Structure too costly in **SBC-13STATE**'s sole judgment, Collocator shall be responsible for the cost of preparing the new Physical Collocation Space at the new location. Otherwise **SBC-13STATE** shall be responsible for any reasonable preparation costs.

10.14.1 In the event that a Collocator requests that the Physical Collocation Space be moved within the **SBC-13STATE** Eligible Structure or to another Eligible Structure, **SBC-13STATE** shall permit the Collocator to relocate the Physical Collocation Space, subject to the availability of space and associated requirements. Collocator shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Physical Collocation Space and the new Wire Center as applicable.

10.15 In the event the Collocator cancels its order after **SBC-13STATE** has begun preparation of the Physical Collocation Space, but before **SBC-13STATE** has been paid the entire amount due under this Agreement, then in addition to other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. **SBC-13STATE** shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Physical Collocation request.

10.16 Collocator may discontinue or terminate a Physical Collocation Arrangement on not less than thirty (30) days advance notice to **SBC-13STATE** by submitting a complete and accurate Physical Collocation Application plus applicable fees. Upon the discontinuance or termination of a Physical Collocation arrangement, the Collocator shall pay to **SBC-13STATE** all costs associated with returning the Physical Collocation Space to **SBC-13STATE** in the same condition as when **SBC-13STATE** first began any construction work on such space on behalf of Collocator. Such costs include, but are not limited to, costs associated with removal by **SBC-13STATE** of facilities, cabling and cages.

10.17 Upon discontinuance or termination of the Physical Collocation arrangement, the Collocator will work cooperatively with **SBC-13STATE** to remove the Collocator's equipment from **SBC-13STATE** property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. **SBC-13STATE** is not responsible for and will not guarantee the condition of such equipment if removed by Collocator or an **SBC-13STATE** vendor hired by Collocator. Collocator shall indemnify and hold **SBC-13STATE** harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while Collocator is removing its own equipment. The Collocator is responsible for arranging for and paying for the removal of physically collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator's physically collocated equipment must be made within thirty (30) calendar days of **SBC-13STATE** receipt of Collocator's Physical Collocation Application to terminate the Physical Collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, **SBC-13STATE** has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment.

SBC-13STATE shall have no responsibility for damage done to such removed equipment caused by **SBC-13STATE** or its contractors during the removal process. Collocator will indemnify and hold **SBC-13STATE** harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if **SBC-13STATE** removes Collocator's equipment. Any equipment not removed in this time frame may be removed by **SBC-13STATE** and stored in a non- **SBC-13STATE** location, at the expense of the Collocator.

10.18 Upon termination of the Physical Collocation arrangement, the Collocator must remove the fiber entrance cable used for the Physical Collocation. If the entrance cable(s) is not scheduled and removed within thirty (30) calendar days after discontinuance of use, **SBC-13STATE** may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable as set forth in Section 10.18 below. **SBC-13STATE** and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when **SBC-13STATE** instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

10.19 If Collocator fails to remove its equipment and facilities from the Physical Collocation Space within thirty (30) calendar days after discontinuance of use, **SBC-13STATE** may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold **SBC-13STATE** harmless from any and all claims, expenses, fees, or other costs associated with any such removal by **SBC-13STATE**.

10.20 Other than the security restrictions described herein, **SBC-13STATE** shall place no restriction on access to Collocator's central office Physical Collocation Space by Collocator's employees and designated agents. Such space shall be available to Collocator designated agents twenty-four (24) hours per day each day of the week. **SBC-13STATE** will not impose unreasonable security restrictions for the Eligible Structure, including the Physical Collocation Space.

10.21 Demarcation Point – **SBC-13STATE** shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between Collocator's network and **SBC-13STATE**'s network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. Collocator is responsible for coordinating with **SBC-13STATE** to ensure that services are installed in accordance with a service request.

10.22 Collocator is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Physical Collocation Space, or to any piece of Collocator Telecom Equipment, or any other Collocator-provided facility or piece of equipment. If **SBC-13STATE** testing is also required, it will be provided at applicable charges.

11. TESTING AND ACCEPTANCE

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

11.2 Once the Collocator's equipment installation is successfully completed, power must be turned up and tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will

require a cooperative test involving the Collocator, its **SBC-13STATE** approved installation contractor, **SBC-13STATE** and/or **SBC-13STATE** vendor.

11.3 All installations of equipment must be in accordance with the **SBC-13STATE** TP76300MP and subject to review by an **SBC-13STATE** maintenance engineer for compliance. Should **SBC-13STATE** maintenance engineer determine during their review audit that the installation is not compliant with specifications, the Collocator or it's **SBC-13STATE** Approved Vendor must correct non compliant items and schedule an additional review audit after corrective work has been performed.

11.4 Collocator shall be responsible for coordination with its **SBC-13STATE** Approved Vendor to be at the site for acceptance testing.

11.5 Once Collocator has accepted the facilities, the Collocator will order either interconnection or access to UNEs from **SBC-13STATE** to be connected to their equipment.

12. DELIVERY INTERVALS

12.1 The construction interval relates to the period in which **SBC-13STATE** shall construct and turnover to the Collocator the requested Physical Collocation Space. The delivery interval begins on the date **SBC-13STATE** receives an accurate and complete Physical Collocation Application from the Collocator. The delivery interval ends on the date **SBC-13STATE** is ready to turnover the Physical Collocation Space to the Collocator ("Delivery Date"). The Collocator must provide the **SBC-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided the **SBC-13STATE** such response and payment by the twelfth (12) calendar day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Physical Collocation Space is not reserved until **SBC-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The delivery interval for Physical Collocation is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

Table (1)

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

12.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) calendar days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Physical Collocation Applications (except requests for Adjacent Structure Collocation) received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Caged and Cageless collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

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

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

12.3 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by **SBC-13STATE**.

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

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper (shielded or nonshielded) cable pair connections
- 12 fiber pair connections

This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

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

Table (2)

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

12.6 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) calendar days for every five (5) additional application or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

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

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

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

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

12.9 **SBC-13STATE** and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by an **SBC-13STATE** employee. Escort charges will apply. These visits will be jointly agreed upon by **SBC-13STATE** and the Collocator and will be determined on a case by case basis.

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

12.11 In responding to an application request that requires an ICB/NSCR, **SBC-13STATE** shall advise the Collocator with the quote whether space for the Virtual Collocation requested is available.

12.12 Adjacent Structure Collocation Delivery Intervals

12.12.1 **SBC-13STATE** Delivery Interval, rates, terms and conditions for Adjacent Structures Collocation will be determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR).

13. SECURITY

13.1 As provided herein, **SBC-13STATE** may require reasonable security arrangements to protect its equipment and ensure network reliability. **SBC-13STATE** may recover the costs of implementing security measures from Collocators in a reasonable manner via the appropriate State Commissions. Except as provided below, **SBC-13STATE** may only impose security arrangements that are as stringent as the security arrangements that **SBC-13STATE** maintains at its own premises for its own employees or authorized contractors. **SBC-13STATE** must allow Collocator to access its installed Physical Collocation equipment twenty-four (24) hours a day, seven (7) days a week, in **SBC-13STATE** Eligible Structures without requiring either a security escort of any kind or delaying a Collocator's employees' entry into **SBC-13STATE**'s Eligible Structure. Reasonable security measures that **SBC-13STATE** may adopt include, but are not limited to, the following:

13.1.1 Installing security cameras or other monitoring systems; or

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

13.1.3 Requiring Collocator employees to undergo the same level of security training, or its equivalent, that **SBC-13STATE**'s own employees, or third party contractors providing similar functions, must undergo; provided, however, that **SBC-13STATE** may not require Collocator employees to receive such training from **SBC-13STATE** itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training. Qualification program and security training details shall be included in **SBC-13STATE**'s technical publications and/or Collocation website(s). **SBC-13STATE** does not use any information collected in the course of implementing or operating security arrangements "for any marketing or other purpose in aid of competing with Collocators".

13.1.4 **SBC-13STATE** may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage. If **SBC-13STATE** chooses to construct an interior security partition around its own equipment, that partition may not interfere with Collocators' access to their own equipment, including equipment collocated directly adjacent to **SBC-13STATE**'s equipment. **SBC-13STATE**'s enclosure of its own equipment will not be a basis for a claim that space is exhausted.

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

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

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

13.2.3 Industrial espionage.

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

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

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

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

13.3 In addition, the Collocator and **SBC-13STATE** will take appropriate disciplinary steps as determined by each party to address any violations reported by **SBC-13STATE** or the Collocator of **SBC-13STATE**'s policies and practices on security, safety, network reliability, and business conduct as defined in **SBC-13STATE**'s Interconnector's Collocation Services Handbook and/or CLEC Online Website, provided that such information and any and all updates to it are timely provided to the Collocator.

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

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

13.5 **SBC-13STATE** may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place.

14. CASUALTY LOSS

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

14.1.1 The Physical Collocation Space is not rendered untenantable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or

14.1.2 The Physical Collocation Spaces is rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, **SBC-13STATE** has the option to repair the Physical Collocation Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the Physical Collocation Space cannot be repaired within ninety (90) calendar days, or **SBC-13STATE** opts not to rebuild, then the Physical Collocation arrangement provided in the Physical Collocation Space shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as of the date of such damage. **SBC-13STATE** shall endeavor to relocate Collocator equipment in alternative location, or assist Collocator in developing alternative to physical location.

14.2 Any obligation on the part of **SBC-13STATE** to repair the Physical Collocation Space shall be limited to repairing, restoring and rebuilding the Physical Collocation Space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by Collocator or by **SBC-13STATE** on request of Collocator; any Collocator Telecom Equipment; or other facilities or equipment located in the Physical Collocation Space by Collocator or by **SBC-13STATE** on request of Collocator.

14.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the Physical Collocation Space may be unaffected thereby, **SBC-13STATE**, at its option, may terminate any Physical Collocation arrangement in that Eligible Structure by giving Collocator ten (10) calendar days prior written notice within thirty (30) calendar days following the date of such occurrence, if at all possible.

15. REMOVAL OF EQUIPMENT

15.1 Unless otherwise set forth herein, if Collocator shall default in performance of any term or condition herein, and the default shall continue for thirty (30) calendar days after receipt of written notice, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **SBC-13STATE** may, immediately or at any time thereafter, without notice or demand, enter and repossess the Physical Collocation Space, expel Collocator and any claiming under Collocator, remove any Collocator Telecom Equipment and any other items in the Physical Collocation Space, forcibly if necessary, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies **SBC-13STATE** might have. **SBC-13STATE** may exercise this authority on an individual collocation space basis. **SBC-13STATE** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

16. LIMITATION OF LIABILITY

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

17. INDEMNIFICATION OF SBC-13STATE

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

or claims of material persons or laborers, arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the willful or intentional misconduct of **SBC-13STATE** or its employees.

18. OSHA STATEMENT

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

19. NOTICES

19.1 Except in emergency situations, **SBC-13STATE** shall provide Collocator with written notice five (5) business days prior to those instances where **SBC-13STATE** or its subcontractors may be undertaking a major construction project in the general area of the Physical Collocation Space or in the general area of the AC and DC power plants which support the Physical Collocation Space.

19.2 **SBC-13STATE** will inform Collocator by telephone of any emergency-related activity that **SBC-13STATE** or its subcontractors may be performing in the general area of the Physical Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Physical Collocation Space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required to monitor or protect its service.

19.3 **SBC-13STATE** will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator Telecom Equipment. **SBC-13STATE** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator Telecom Equipment.

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

If to **AR, CA, CT, KS, MO, NV, OK, TX**:

NOTICE CONTACT	CLEC CONTACT	SBC-8STATE CONTACT
NAME/TITLE	M. Devin Semler President	Account Manager-Collocation
STREET ADDRESS	6855 Tujunga Avenue	2600 North Central Expressway 6th Floor
CITY/STATE/ZIP	North Hollywood, CA 91605	Richardson, TX 75080

If to **IL, IN, MI, OH, WI:**

NOTICE CONTACT	CLEC CONTACT	SBC MIDWEST REGION 5-STATE CONTACT
NAME/TITLE	M. Devin Semler President	Account Manager-Collocation
STREET ADDRESS	6855 Tujunga Avenue	350 N. Orleans Street, 5th Floor
CITY/STATE/ZIP	North Hollywood, CA 91605	Chicago, IL 60654

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

19.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

	CLEC CONTACT	SBC-13STATE CONTACT
NAME/TITLE	M. Devin Semler President	CSC
STREET ADDRESS	6855 Tujunga Avenue	2600 North Central Expressway, 6th Floor
CITY/STATE/ZIP	North Hollywood, CA 91605	Dallas, TX 75080

20. INSURANCE

20.1 Collocator shall furnish **SBC-13STATE** with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions of this Agreement, and state the types of insurance and policy limits provided by Collocator. **SBC-13STATE** shall be named as an ADDITIONAL INSURED on general liability policy.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL THIRTY (30) CALENDAR DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER (S).

20.1.1 In addition to the insurance requirements set forth in this Agreement, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of

service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

20.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by **SBC-13STATE** from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing **SBC-13STATE** structure.

20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **SBC-13STATE**.

20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.

20.5 Collocator shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, **SBC-13STATE**'s obligation to turn over the Physical Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for **SBC-13STATE** to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

20.6 Collocator must also conform to recommendations made by **SBC-13STATE**'s Property Insurance Company, if any, unless a recommendation is also applicable to **SBC-13STATE** and **SBC-13STATE** does not so conform in the Eligible Structure where the Physical Collocations pace is located.

20.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTON OF SERVICE AND PROPERTY

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

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

21.3 Except as may otherwise be provided:

21.3.1 **SBC-13STATE** and Collocator shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and

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

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

21.4 **SBC-13STATE** shall use electronic access controls to protect all spaces which house or contain Collocator equipment or equipment enclosures, but if electronic controls are not available, **SBC-13STATE** shall either furnish security guards at those **SBC-13STATE** locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, **SBC-13STATE** shall permit Collocator to

install monitoring equipment in the collocation space to carry data back to Collocator's work center for analysis. Collocator agrees that Collocator is responsible for problems or alarms related to Collocator's equipment or equipment enclosures located on **SBC-13STATE**'s Physical Collocation Space.

21.5 **SBC-13STATE** shall furnish Collocator with the identifying credentials to be carried by its employees and authorized agents to be paid for by the Collocator. The Collocator must maintain an updated list of all authorized employees and authorized agents on an individual Collocation Space basis for every Eligible Structure where there are **SBC-13STATE** security guards.

21.6 Collocator shall comply with the security and safety procedures and requirements of **SBC-13STATE**, including but not limited to sign-in, and identification.

21.7 **SBC-13STATE** shall furnish Collocator with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured Collocator space in central offices. In the event of an emergency, Collocator shall contact a SPOC provided by **SBC-13STATE** for access to spaces which house or contain Collocator equipment or equipment enclosures.

21.8 **SBC-13STATE** shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house Collocator equipment or equipment enclosures.

21.9 **SBC-13STATE** shall use best efforts to provide notification within two (2) hours to designated Collocator personnel to indicate an actual security breach.

21.10 **SBC-13STATE** shall be responsible for the security of the Eligible Structure. If a security issue arises or if Collocator believes that **SBC-13STATE**'s security measures are unreasonably lax, Collocator shall notify **SBC-13STATE** and the Parties shall work together to address the problem. **SBC-13STATE** shall, at a minimum, do the following:

21.10.1 Where a cage is used, **SBC-13STATE** shall design collocation cages to prevent unauthorized access; provided, however, that Collocator realizes and assents to the fact that the cage will be made of wire mesh.

21.10.2 **SBC-13STATE** shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to **SBC-13STATE**'s employees, agents or invitees having a business need, such as a periodic review of the Physical Collocation Space, to be in these areas. **SBC-13STATE** shall require all persons entering the collocation areas to wear identification badges.

21.10.3 **SBC-13STATE** shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Physical Collocation Space. **SBC-13STATE** shall respond immediately to reported problems with Collocator key cards.

21.10.4 In emergency situations, common courtesy will be extended between Collocator and **SBC-13STATE**'s employees, including the provision of first aid and first aid supplies.

21.11 Collocator shall limit access to Collocator employees directly to and from the Physical Collocation Space and will not enter unauthorized areas under any circumstances.

22. RESERVATION OF RIGHTS

22.1 The Parties acknowledge and agree that certain rights and obligations including without limitation, the ability to collocate and use equipment meeting the "necessary" standard, the provision of 251(c)(6) cross-connections, and adherence to certain policies and practices of assigning space set forth in this Appendix are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of those rights and obligations, or the related rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission's *Wireline Services Offering Advanced Telecommunications Capability*, Fourth Report and Order, FCC 01-204, CC Docket No. 98-147 (Rel. August 8, 2001) or any other proceeding, the affected rights, obligations, or the related rates and/or terms and conditions shall be (i) immediately and automatically invalidated, modified, or stayed consistent with the action of the legislative body, court or regulatory agency with respect to any collocation applications then pending (i.e., for physical collocation, the space has not been completed and turned over to the CLEC) and any thereafter submitted, and (ii) invalidated, modified or stayed consistent with the action of the legislative body, court or regulatory agency with respect to then existing collocation arrangements to the extent set forth in and in accordance with a written notice of either Party. In any such event, the Parties shall expend diligent, good faith efforts to arrive at an agreement on any modifications that may be required to the Appendix as a result of such invalidation, modification, or stay, and any Party's notice. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

23. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

CLEC BILLING SUMMARY

	California	Nevada	MidWest	SouthWest	SNET
Tariff/Schedule Pricing Appendix	State Tariff 175T,Sec. 13.2.6	Tariff PUCN, Sec. 13A, 13.2.6	FCC No.2 Sec. 13.2.6	Appendix – Pricing, Schedule of Pricing (derived from FCC Access Tariff-each state's UNE schedule has different rate)	CT Access Service Tariff, Section 18-3.6
USOCs	**ALKNF/ALK++** Basic rate first half hour **ALKNS** – Basic Rate each additional **ALKXF/ALK++** Overtime rate first half hour **ALKXS** Overtime rate each additional **ALKPF/ALK++** Premium rate first half hour **ALKPS** Premium rate each additional	**ALKNM** – Basic Rate Central Office Technician **ALKXM** – Overtime Rate Central Office Technician **ALKPM** – Premium Rate Central Office Technician	**ALK** – testing and maintenance with other telephone companies and Other Labor	**ALK** – Testing and Maintenance with Other Telephone Companies or Other Labor	**NRBN7** – 18.6.1 Rates for Coordinated Cutover Service – **POTS** Products/Services **NRBN8** – Rates for Coordinated Cutover Service – **Complex**
Basic 1st half hour	$42.00	$32.72	$23.94	TX $21.44(X2A billing in ¼ hour increments-generic in half hour increments) MO $42.75 OK $49.48 KS $62.34 AR $71.20	$113.40 (per order) POTS $337.48 (per Order) Complex
Basic each addt'l half hour	$21.00	$32.72	$22.68	TX $21.44 MO $34.20 OK $23.78 KS $29.97 AR $34.25	NA
Overtime 1st half hour	$45.00	$49.08	$26.62	TX $28.01 MO $53.45 OK $62.10 KS $77.80 AR $88.85	NA
Overtime each addt'l half hour	$24.00	$49.08	$26.62	TX $28.01 MO $43.35 OK $30.10 KS $37.70 AR $43.10	NA
Premium 1st half hour	$49.00	$65.43	$31.46	TX $34.59 MO $64.10 OK $74.73 KS $93.25 AR $106.55	NA
Premium each addt'l half hour	$28.00	$65.43	$31.46	TX $34.59 MO $52.50 OK $36.40 KS $45.52 AR $51.90	NA
BANs					
LOC M&P Pseudo Circuit ID				http://locmethods.sbc.com/locmethods/Publish	

Creation				ed/Flashes/FL-0201.pdf	
BAN List Tool			http://ebiz.sbc.com/banlist/banlist.html		
Establishing a BAN – MetPro links	http://metpro1.ffcrc.pacbell.com/dynaweb/im_ca/lgenbil/i650020/@Generic__BookView/209;pt=4?DwebQuery=BAN+establishment&DwebSearchAll=1#X	http://metpro1.ffcrc.pacbell.com/dynaweb/im_NV/Loc_Gen/i650020/@Generic__BookView?DwebQuery=BAN+establishment&DwebSearchAll=1	http://metpro1.ffcrc.pacbell.com/dynaweb/im_ait/locpro/15055/@Generic__BookView?DwebQuery=BAN+Establishment&DwebSearchAll=1	http://metpro1.ffcrc.pacbell.com/dynaweb/im_SWBT/LocGen/15038/@Generic__BookView?DwebQuery=loop+BAN&DwebSearchAll=1	http://metpro1.ffcrc.pacbell.com/dynaweb/im_SNET/facorder/9800-80/@Generic__BookView?DwebQuery=BAN+Establishment&DwebSearchAll=1

APPENDIX COORDINATED HOT CUT (CHC)

TABLE OF CONTENTS

1. INTRODUCTION.....3

2. CHC SERVICE DESCRIPTION.....3

3. CHC PRICING.....4

4. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS..... 4

APPENDIX COORDINATED HOT CUT (CHC)

1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.1 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.3 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.4 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.5 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.6 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.7 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.8 **"Conversion of Service"** is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.

1.9 **"Designated Installation"** is defined as an installation of service occurring at a specific time of day as specified by CLEC.

2. CHC SERVICE DESCRIPTION

2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits CLEC to request a designated installation and/or conversion of service during, or after, normal business hours..

2.2 CLEC will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with the **SBC-13STATE**.

2.3 **SBC-13STATE** may limit the number of service orders that can be coordinated based on workload and resources available. SBC shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.

2.4 The **SBC-13STATE** reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts the **SBC-13STATE**'s ability to provide its baseline service. Where time permits, the **SBC-13STATE** will make every effort to notify CLEC when such unanticipated activities occur.

3. CHC PRICING

3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.

3.2 When CLEC orders CHC service, **SBC-13STATE** shall charge and CLEC agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:

3.2.1 **SBC-MIDWEST REGION 5-STATE** - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)[1]
3.2.2 **SBC-NEVADA** – PUCN, Section C13A, 13.2.6(c)
3.2.3 **SBC-CALIFORNIA** – Access Tariff 175-T, Section 13.2.6(c)
3.2.4 **SBC-SOUTHWEST REGION 5-STATE** – Appendix Pricing, Schedule of Prices, "Time and Materials Charges"
3.2.5 **SBC-SNET** – Connecticut Access Service Tariff, Section 18.1(3)

3.3 In the event the **SBC-13STATE** fails to meet a CHC Service commitment for reasons within the control of **SBC-13STATE**, SBC will not charge CLEC a CHC Service charge. However, in the event SBC misses a CHC Service commitment due to CLEC, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if CLEC requests any change to an order with CHC Service including, but not limited to, **SBC-13STATE**'s inability to gain access to CLEC's end user's premises, or CLEC/end user is not ready to proceed with the order, the CHC charge will apply and **SBC-13STATE** is no longer obligated to ensure a CHC is on that order.

4. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

4.1 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;

[1] **SBC-13STATE** will not charge the additional labor rate in a particular state in the **SBC-MIDWEST 5-STATE** region until the effective non-recurring dockets: IL - 98-0396, IN - Cause 40611-S1, MI - U-11831, OH - 96-922-TP-UNC, and WI - 6720-TI-120, are superceded by that state's commission order approving new non-recurring UNE rates.

relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX 800

TABLE OF CONTENTS

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

2. **DESCRIPTION**..... 4

3. **GENERAL TERMS AND CONDITIONS**..... 6

4. **RATE REGULATIONS**..... 7

5. **MONTHLY BILLING**..... 8

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

APPENDIX 800
(Access To the Toll Free Calling Database)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Access to the Toll Free Calling Database provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DESCRIPTION

2.1 Other than as specifically set out elsewhere in this Agreement, **SBC 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 **SBC SNET** as described in Section 18.2.9, 800 Database Access, of the CT Access Service Tariff.

2.2 **SBC-12STATE**'s 800 database, an American National Standards Institute (**ANSI**) Signaling System 7 (**SS7**) call-related database system, receives updates processed from the national System Management System (**SMS**) database. Customer records in the SMS are created or modified by entities known as Responsible Organizations ("Resp Org") who obtain access to the SMS via the System Management System/800 database, Tariff FCC No. 1. 800 Service Providers must either become their own Resp Org or use the services of an established Resp Org. The services of a Resp Org include creating and updating 800 records in the SMS to download to the 800 database(s). **SBC-12STATE** does not, either through a tariff or contract, provide Resp Org service.

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

2.4 Access to the Toll Free Calling Database allows CLEC to access **SBC-12STATE**'s 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).

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

2.6 There are three optional features available with 800 service:

2.6.1 Designated 10-Digit Translation;

2.6.2 Call Validation; and

2.6.3 Call Handling and Destination.

2.6.4 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and request delivery of the designated 10-digit number in place of the 800 number, **SBC-12STATE** will deliver the designated 10-digit number.

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

2.6.5.1 Time of Day

2.6.5.2 Day of Week

2.6.5.3 Day of Year

2.6.5.4 Allocation of Traffic by Percentage

2.6.5.5 NPA-NXX-XXXX

2.6.6 The Call Validation feature List Turnaround feature (referred to as the Six-Digit Master Number List Turnaround feature in **SBC-2STATE**) applies when customer identification is performed for

Canadian and Caribbean toll free numbers. This feature is billed in lieu of the Basic Toll Free Access Query charge.

3. GENERAL TERMS AND CONDITIONS

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

3.2 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the prices, terms, conditions and billing for such related elements, and in no way shall this Appendix be construed to circumvent the prices, terms, conditions or billing as specified for such related elements. To utilize this Appendix for Toll Free Calling Database access, CLEC must use **SBC-13STATE** switching. When CLEC elects to use their own switch, then access to the Toll Free Calling Database is purchased from **SBC-13STATE**'s Federal Access Tariffs.

3.3 CLEC shall address its queries to **SBC-12STATE**'s database to the alias point code of the STP pair identified by **SBC-12STATE**. CLEC's queries shall use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. CLEC acknowledges that such subsystem number and translation type values are necessary for **SBC-12STATE** to properly process queries to its 800 database.

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

3.5 CLEC acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of **SBC-12STATE**'s CCS/SS7 network and its 800 database. CLEC further agrees that **SBC-12STATE**, at its sole discretion, may employ certain automatic and/or manual overload controls within **SBC-12STATE**'s CCS/SS7 network to guard against these detrimental effects. **SBC-12STATE** shall report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network. CLEC shall take immediate corrective actions as are necessary to cure the conditions causing the overload situation.

3.6 During periods of 800 database system congestion, **SBC-12STATE** shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of **SBC-12STATE**'s 800 database. The automatic code gapping procedure used by **SBC-12STATE** shall notify the CLEC's switch of the gap length (how long CLEC's switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell **SBC-12STATE**'s 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of **SBC-12STATE**'s 800 database. **SBC-12STATE** reserves the right to manually invoke the automatic code gapping procedure to control congestion.

3.7 Prior to **SBC-12STATE** initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour query volumes. CLEC shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever CLEC anticipates a change to existing forecasts. CLEC shall provide such updates each year for as long as this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than three years, assuming this Appendix in effect for that long or longer. If prior to the establishment of a mutually agreeable service effective date, in writing, **SBC-12STATE**, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to CLEC, **SBC-12STATE** shall notify CLEC of **SBC-12STATE**'s intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.

3.8 CLEC shall from time to time at **SBC-12STATE**'s request, provide additional forecasted information as deemed necessary by **SBC-12STATE** for network planning in connection with this offering.

3.9 **SBC-12STATE** shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., Appendix SS7) as outlined in Telcordia Technical References TR-NWT-000533, TR-NWT-000954, TR-TSV-000905, TP76638, GR-954-CORE, GR-905-CORE and Pacific Bell PUB L-780023-PB/NB and **SBC MIDWEST REGION 5-STATE** AM-TR-OAT-000069.

3.10 CLEC shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither CLEC nor carrier customers of CLEC, if CLEC is acting on behalf of other carriers, shall use the database information to copy, store, maintain or create any table or database of any kind or for any purpose. If CLEC acts on behalf of other carriers to access **SBC-12STATE**'s Toll Free Calling Database, CLEC shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by **SBC-12STATE** after a query to **SBC-12STATE**'s Toll Free Calling Database. CLEC shall only use this network element in connection with the provision of telephone exchange and Exchange Access services.

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

3.12 **SBC-12STATE** shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for CLEC's activities on behalf of its local service customers where **SBC-12STATE** is the incumbent local exchange carrier. CLEC agrees that any other use of **SBC-12STATE**'s Toll Free Calling Database for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of **SBC-12STATE**'s effective tariffs, as revised, for 800 database services.

3.13 Ordering and Billing Inquiries

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

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

3.13.1.2 For **SBC MIDWEST REGION 5-STATE -** the AIIS Service Center in Milwaukee, Wisconsin.

4. RATE REGULATIONS

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

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

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

4.4 Rate Elements

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

4.4.1 Basic Toll Free Access Query Rate Element

4.4.2 Designated 10-Digit Translation Rate Element (referred to as POTS Translations in **SBC-2STATE** and **SBC MIDWEST REGION 5-STATE**).

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 MIDWEST REGION 5-STATE**).

4.5 CLEC shall pay the Basic Toll Free Access query rate for each query received and processed by **SBC-12STATE**'s database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation, and Call Handling and Destination) are per query and in addition to the Basic Toll Free Access query charge; and shall also be paid by CLEC.

5. MONTHLY BILLING

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

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX 800
EXHIBIT I

1. SPECIFICATIONS AND STANDARDS

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

Appendix A

to the

General Terms and Conditions

Appendix A to General Terms and Conditions

This Appendix A to the General Terms and Conditions sets forth the CLEC's election of certain options in connection with the Alternate Billed Services (ABS) Appendix attached to and made a part of this Agreement. CLEC will place an "X" within the appropriate box indicating the Billing Option CLEC selects for **either** 1) All States **or** 2) a Specific State, in which this Agreement is being filed. **If CLEC fails to select one of the billing options identified below, the default selection of ABS Billing Option 1 will be selected on CLEC's behalf.**

BILLING OPTIONS	ALL STATES	SPECIFIC STATE(S)
ABS BILLING OPTION 1		
ABS BILLING OPTION 2		
ABS BILLING OPTION 3		

Pacific Centrex Services, Inc.

Signature:_____

Name:_____
(Print or Type)

Title:_____
(Print or Type)

Date:_____

APPENDIX DAL

TABLE OF CONTENTS

1. INTRODUCTION 3
2. GENERAL TERMS AND CONDITIONS 5
3. ASSIGNMENT 6
4. BREACH OF CONTRACT 6
5. LIABILITY 6
6. TERM OF APPENDIX 7
7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 7

APPENDIX DAL
(LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for which Parties agrees to license its subscriber listing information applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.25 The prices at which **SBC-13STATE** agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

2.1 Where technically feasible and/or available, **SBC-13STATE** will provide Directory Assistance (listing information referred to as Directory Assistance Listing (DAL) in **SBC SOUTHWEST REGION 5-STATE**, Directory Assistance Listing Information Service (DALIS) in SBC California and Dialing Parity Directory Listings in **SBC MIDWEST REGION 5-STATE** (herein after collectively referred to as DAL):

2.1.1 **SBC-13STATE** owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.

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

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

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

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

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

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

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

2.2 Use of Directory Assistance Listing Information

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

2.2.2 Upon termination of the Agreement, CLEC shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by **SBC-13STATE**, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.

2.2.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-

published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's dates. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

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

4. BREACH OF CONTRACT

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

5. LIABILITY

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

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

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

6. TERM OF APPENDIX

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

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

ATTACHMENT "A"

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

State	Directory Name	WPDC	NPA	Res Count	Bus Count	Res/Bus Count	Total Number of Listings

APPENDIX OS

TABLE OF CONTENTS

1. INTRODUCTION 3

2. SERVICES 4

3. DEFINITIONS 5

4. CALL BRANDING 6

5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION 7

6. INTRALATA MESSAGE RATING 7

7. HANDLING OF EMERGENCY CALLS TO OPERATOR 8

8. RESPONSIBILITIES OF THE PARTIES 8

\

9. METHODS AND PRACTICES 8

10. PRICING 8

11. MONTHLY BILLING 9

12. LIABILITY 9

13. TERMS OF APPENDIX 9

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 9

APPENDIX OS
(OPERATOR SERVICES)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) for switched-based CLEC"s or CLEC's leasing unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICES

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

2.1.1 Fully Automated Call Processing

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

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

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

2.1.2 Operator-Assisted Call Processing

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

3. DEFINITIONS

3.1 Fully Automated Call Processing - Where technically feasible and/or available, **SBC-13STATE** can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service.

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

3.1.2 Fully Automated Collect and Bill to Third Number Services.

3.1.2.1 **SBC-12STATE -** The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **SBC-13STATE** will support the following Operator-assisted call types for CLEC:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.

3.2.2 Semi-Automated Collect and Bill to Third Number Services. **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service

applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.

3.2.5 Busy Line Verification (BLV)/Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.

3.2.6 Busy Line Verification Interrupt (BLVI). A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.

3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

4. CALL BRANDING

4.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS call.

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

4.1.1.1 Where **SBC-13STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing OS on behalf of the CLEC, the calls will be branded.

4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

4.1.1.3 **SBC-13STATE -** CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create the CLEC's specific branding announcement for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.1.4 A CLEC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB-AS. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 Branding Load Charges

4.1.1.5.1 **SBC SOUTHWEST REGION 5-STATE -** 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 SOUTHWEST REGION 5-STATE** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC SOUTHWEST REGION 5-STATE** unbundled local switching.

4.1.1.5.2 **SBC MIDWEST REGION 5-STATE –** An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC MIDWEST REGION 5-STATE** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC MIDWEST REGION 5-STATE** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.1.1.5.3 **SBC-2STATE –** An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.1.5.4 **SBC SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

5.1 An SBC database referenced by an SBC Operator for CLEC OS specific Reference/Rater information based upon the criteria.

5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:

5.1.1.1 CLEC will furnish OS Reference and Rater information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

5.1.1.2 CLEC will inform **SBC-12STATE**, via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.

5.1.2 When an **SBC-12STATE** Operator receives a rate request from a CLEC End User, **SBC-12STATE** will quote the applicable OS rates as provided by CLEC or as otherwise defined below.

5.1.2.1 **SBC SNET**- until technically feasible and/or available, when a **SBC SNET** Operator receives a rate request from a CLEC end user, **SBC SNET** will quote the surcharge rate only.

6. INTRALATA MESSAGE RATING

6.1 **SBC SOUTHWEST REGION 5-STATE** - Upon request, CLEC may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all **SBC SOUTHWEST REGION 5-STATE** Operator assisted intraLATA calls. With this service, **SBC SOUTHWEST REGION 5-STATE** will compute the applicable charges for each message based on CLEC's schedule of rates provided to **SBC SOUTHWEST REGION 5-STATE.**

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, **SBC-13STATE** agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide **SBC-13STATE** with the correct information to enable the transfer as required by the OSQ. CLEC will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, **SBC-13STATE** will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify, defend, and hold harmless **SBC-13STATE** from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

8. RESPONSIBILITIES OF THE PARTIES

8.1 CLEC agrees that due to quality of service and work force scheduling, **SBC-13STATE** will be the sole provider of OS for CLEC's local serving area(s) for a minimum of a one (1) year period.

8.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange OS from **SBC-13STATE**, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

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

8.4 CLEC will furnish to **SBC-13STATE** a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.

8.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

8.6 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to **SBC-13STATE**, default emergency agency numbers.

9. METHODS AND PRACTICES

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

10. PRICING

10.1 The prices at which **SBC-13STATE** agrees to provide CLEC with OS are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

10.2 Beyond the specified term of this Appendix, **SBC-13STATE** may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to CLEC.

11. MONTHLY BILLING

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

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

12. LIABILITY

12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.

12.2 CLEC also agrees to release, defend, indemnify, and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of the OS Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services.

13. TERMS OF APPENDIX

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

13.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay **SBC-13STATE**, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX NUMBERING

TABLE OF CONTENTS

1. INTRODUCTION 3

2. GENERAL TERMS AND CONDITIONS 3

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 4

APPENDIX NUMBERING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin will coordinate with respect to NXX assignments.

1.2 As used herein, **SBC-13STATE** means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2. GENERAL TERMS AND CONDITIONS

2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each **SBC-13STATE** rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable CLEC and **SBC-13STATE** to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.

2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 NXX Migration

2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

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

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX NUMBER PORTABILITY

TABLE OF CONTENTS

1. INTRODUCTION 3

2. PERMANENT NUMBER PORTABILITY (PNP) 4

3. MASS CALLING CODES 6

4. SPNP QUERY SERVICE 7

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 8

APPENDIX NP
(NUMBER PORTABILITY)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Number Portability mutually provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.4 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.5 **SBC CALIFORNIA –** As used herein, SBC CALIFORNIA means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC owned ILEC doing business in California.

1.6 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.7 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC owned ILEC doing business in Nevada.

1.8 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.9 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. PERMANENT NUMBER PORTABILITY (PNP)

2.1 General Terms and Conditions

2.1.1 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 CC Docket No. 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

2.1.2 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.

2.2 The Parties shall:

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

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

2.3 Obligations of **SBC-12STATE**

2.3.1 **SBC CALIFORNIA/SBC NEVADA/SBC-SBC MIDWEST REGION 5-STATE SBC Southwest Region 5-State** has deployed LRN in all of their switches.

2.3.2 **SBC-13 State** will open unrestricted non portable codes within 180 days of the receipt of a BFR (bona fide request). A sample BFR is provided in Exhibit 1.

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

2.4 Obligations of CLEC

2.4.1 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

2.4.2 After the initial deployment of PNP in a mandated MSA, CLEC shall submit a BFR (see EXHIBIT 1) to request that a **SBC SOUTHWEST REGION 5-STATE** switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.

2.4.3 When CLEC requests that an NXX in an LRN capable **SBC-12STATE** switch become portable, CLEC shall follow the industry standard LERG procedure.

2.4.4 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

2.4.5 CLEC shall adhere to **SBC-12STATE**'s Local Service Request (LSR) format and PNP due date intervals.

2.5 Obligations of Both Parties

2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.

2.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

2.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

2.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.

2.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

2.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

2.5.8 Each party shall adhere to the reserved number terms and conditions pursuant to Appendix Numbering.

2.6 Limitations of Service

2.6.1 Telephone numbers can be ported only within **SBC CALIFORNIA/SBC NEVADA/SBC SOUTHWEST REGION 5-STATE** toll rate centers / **SBC MIDWEST REGION 5-STATE** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

2.6.2 Telephone numbers in the following **SBC-12STATE** NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; (ii) **SBC-12STATE** Official Communications Services (OCS) NXXs; and (iii) 555, 976, 950.

2.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

2.7 Service Descriptions

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

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

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

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

2.7.5 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.

2.8 Pricing

2.8.1 Except as set forth in Section 4, the parties agree not to charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, **SBC-12STATE** may charge CLEC LNP end user surcharges, provided that the conditions set forth in 47 CFR § 52.33 are met.

3. MASS CALLING CODES

3.1 General Terms and Conditions

3.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by **SBC-12STATE** in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

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

3.2 Service Provided

3.2.1 **SBC-12STATE** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the **SBC-12STATE** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the **SBC-12STATE** mass calling tandem and/or **SBC MIDWEST REGION 5-STATE** mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the **SBC-12STATE** choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

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

3.3 Obligations of **SBC-12STATE**

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

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

3.4 Obligations of CLEC

3.4.1 CLEC shall agree to adhere to **SBC-12STATE** LSR format and mass calling due date intervals.

3.4.2 The CLEC shall provide the facility and DID trunk group from the **SBC-12STATE** CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.

3.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

3.5 CLEC Mass Calling Codes

3.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a **SBC-12STATE** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **SBC-12STATE**'s tandem and/or **SBC MIDWEST REGION 5-STATE** mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide **SBC-12STATE** notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

3.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where **SBC-12STATE** and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

4. SPNP QUERY SERVICE

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

4.2 If CLEC chooses not to fulfill its N-1 carrier responsibility, **SBC-12STATE** will perform default 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. In such event, **SBC-12STATE** will charge and CLEC agrees to pay the default queries charges set forth in:

4.2.1 **SBC MIDWEST REGION 5-STATE** - Section 6 of the FCC No. 2 Access Services Tariff
4.2.2 **SBC NEVADA** - Section 19 of the FCC No. 1 Access Services Tariff
4.2.3 **SBC CALIFORNIA** – Section 13 of the FCC No. 1 Access Services Tariff
4.2.4 **SBC SOUTHWEST REGION 5-STATE** – Section 34 of the FCC No. 73 Access Services Tariff.

4.3 **SBC-12STATE** provides CLECs the optional use of the **SBC-12STATE** LNP database via the SPNP Query Service-Database. When CLEC orders SPNP Query Service-Database, **SBC-12STATE** shall charge and CLEC agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 4.2 above. The CLEC's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **SBC-12STATE**'s LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

4.4 When purchasing the SPNP Query Service - Database, CLEC will access **SBC-12STATE** s facilities via an SS7 link to the **SBC-12STATE** STP.

4.5 When purchasing the SLNP Query Service - Database, CLEC will advise **SBC-12STATE** of the entry point(s) of queries to the **SBC-12STATE** network and provide a query forecast for each entry point.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

EXHIBIT 1

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-13STATE** 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:

equipped remote switches within 30 days
hardware capable switches within 60 days
capable switches requiring hardware within 180 days
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-13STATE** 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-13STATE** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

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

DATE: _____ (date of request)

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

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

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

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

DATES: Requested date switch(es) should be LNP capable**:** _____ (mm/dd/yy)
Requested code opening date[4]**:** _____ (mm/dd/yy)

Notes: See following page.

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

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 NIM
(NETWORK INTERCONNECTION METHODS)

TABLE OF CONTENTS

1. INTRODUCTION....3

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN....5

3. METHODS OF INTERCONNECTION....6

4. RESPONSIBILITIES OF THE PARTIES....8

5. LEASING OF FACILITIES....9

6. OUT OF EXCHANGE TRAFFIC....9

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS....9

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.25 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.

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

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

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

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

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

2.1 **SBC-13STATE**'s network is partly comprised of End Office switches, Tandem switches that serve local only traffic (**SBC SOUTHWEST REGION 5-STATE**), Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. **SBC-13STATE**'s network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. Due to differing state regulatory calling scope requirements, **SBC SOUTHWEST REGION 5-STATE** requires Interconnection in each local exchange area, while **SBC SNET**, **SBC CALIFORNIA, SBC NEVADA** and **SBC MIDWEST REGION 5-STATE** require Interconnection at all Tandems in a LATA. CLEC and **SBC-13STATE** agree to Interconnect their networks through existing and/or new Interconnection facilities between CLEC switch(es) and **SBC-13STATE** End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and **SBC-13STATE**'s End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. In many cases, multiple POI(s) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each Tandem within an exchange area and/or LATA. Both parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment.

2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each geography (LATA, tandem area, etc.) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.

2.4 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the Interconnection trunk groups required for the exchange of traffic between CLEC and **SBC-13STATE**.

2.5 Either Party, must provide thirty (30) days written notice of any intent to change to the physical architecture plan.

2.6 CLEC is solely responsible for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups as specified in Appendix ITR.

2.7 If CLEC has established Collocation in an **SBC-13STATE** End Office, the facility for the Direct End Office Trunks (DEOTS) to that End Office shall be the financial responsibility of CLEC.

2.8 Technical Interfaces

2.8.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

2.8.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, **SBC-13STATE** will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

2.8.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

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

3.2 Virtual Collocation Interconnection

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

3.3 Leased Facility Interconnection ("LFI")

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

3.4 Fiber Meet Interconnection

3.4.1 Fiber Meet Interconnection between **SBC-13STATE** and CLEC can occur at any mutually agreeable and technically feasible point between CLEC's premises and an **SBC-13STATE** Tandem or End Office within each local exchange area (**SBC SOUTHWEST REGION 5-STATE**) or LATA (**SBC MIDWEST REGION 5-STATE**, **SBC SNET**, **SBC CALIFORNIA** and **SBC NEVADA**).

3.4.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet, a single point-to-point linear chain SONET system must be utilized. Only Interconnection trunking shall be provisioned over this jointly provided facility.

3.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.4.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed.

3.4.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast.

3.4.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.4.7 There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

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

3.4.7.2 Design Two: Both CLEC and **SBC-13STATE** each provide two fibers between their locations to terminate at each parties' FOT This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. **SBC-13STATE** will provide the fibers associated with the working side of the system. CLEC will provide the fibers associated with the protection side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the **SBC-13STATE** location.

3.4.8 CLEC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from **SBC-13STATE**. This location is CLEC's responsibility to provision and maintain.

3.4.9 The **SBC-13STATE** location includes all **SBC-13STATE** FOT, multiplexing and fiber required to terminate the optical signal provided from CLEC. This location is **SBC-13STATE**'s responsibility to provision and maintain.

3.4.10 **SBC-13STATE** and CLEC shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.

3.4.11 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.4.12 CLEC and **SBC-13STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.5 Other Interconnection Methods

3.5.1 Other Interconnection methods that are technically feasible may be mutually agreed to by the Parties.

4. RESPONSIBILITIES OF THE PARTIES

4.1 For each local Interconnection within an **SBC-13STATE** area, CLEC shall provide written notice to **SBC-13STATE** of the need to establish Interconnection in each local exchange area (**SBC SOUTHWEST REGION 5-STATE**) or LATA (**SBC CALIFORNIA**, **SBC NEVADA**, **SBC SNET** and **SBC MIDWEST REGION 5-STATE**). CLEC shall provide all applicable network information on forms acceptable to **SBC-13STATE** (as set forth in SBC's CLEC Handbook, published on the CLEC website.)

4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed in Section 2.1. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

4.3 Either party may add or remove additional switches. The parties shall provide 120 days written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.

4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

4.5 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR.

5. LEASING OF FACILITIES

5.1 Should **SBC-13STATE** wish to voluntarily provide CLEC with Leased ILEC Facilities for the purpose of interconnection, the Parties agree that this voluntary offering is not required under FTA 96 nor under FCC UNE Remand Order 99-238, November 5, 1999, and is made with all rights reserved. The Parties further agree that any such voluntary offering is not subject to TELRIC cost methodologies, and instead will be market priced on an individual case basis. Should **SBC-13STATE** voluntarily offer Leased Facilities under this section, it (I) will advise the CLEC in writing in advance of the applicable charges for Leased Facilities, and (II) will process the request only if CLEC accepts such charges.

5.1.1 Leased facilities in **SBC MIDWEST REGION 5-STATE** and **SBC SNET** are obtained from the applicable Access Tariffs.

5.2 Upon CLEC's request, the CLEC will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and multiplexing required and provide quantities requested. Requests for leasing of facilities for the purposes of Interconnection and any future augmentations are subject to facility availability at the time of the request. Applicable rates, terms and conditions will be determined at the time of the request.

5.3 Requests by CLEC for leased facilities where facilities, equipment, or riser cable do not exist will be considered and **SBC-13STATE** may agree to provide facilities under a Bona Fide Request (BFR).

6. OUT OF EXCHANGE TRAFFIC

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

APPENDIX
ALTERNATE BILLED SERVICE
"ABS"

TABLE OF CONTENTS

1. DEFINITIONS 3
2. RESPONSIBILITY FOR INCOLLECT CALLS 5
3. DAILY USAGE EXTRACT FILE 8
4. BILLING AND COLLECTION SERVICES (B&CS) 9
5. CHANGES TO PROVIDER'S SERVICES AND RATES 9
6. ABS CLAIMS AND ADJUSTMENTS 9
7. ADJUSTMENTS TO CLEC'S END-USER'S ACCOUNT 10
8. UNBILLABLES/REJECTS 10
9. TAXES 11
10. BLOCKING 11
11. OUTCOLLECTS AND RECIPROCAL BILLING 11

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

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

1. DEFINITIONS

1.1 **"Adjustments"** means either (1) any dollar amounts that are credited to CLEC's End-User Customer as defined in Section 6.0 of this Appendix, or (2) any charges or credits to the CLEC's Account for amounts that may include, but are not limited to declared, Unbillables, Duplicates and/or Uncollectibles, as defined herein.

1.2 **"Alternate Billed 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. The phrase "Alternate Billed Service" or ABS is sometimes referred to as Alternate Billing Services, Alternatively Billed Traffic (ABT), Alternatively Billed Services, Alternately Billed Calls, or Alternately Billed Services. The different terms are interchangeable and offer no difference in connotation.

1.3 **"Billing Company"** shall mean the Party that has the End-User customer that needs to be billed for the ABS call charges.

1.4 **"Daily Usage File"** (DUF) is a process whereby a CLEC receives usage sensitive records and returns records for consideration of an adjustment in the industry standard format, currently Exchange Message Interface (EMI).

1.5 **"Earning Company"** shall mean the Party that originates the ABS call but does not have the End-User customer that needs to be billed for the ABS call charges.

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

1.7 The term ILEC in this Appendix references the **SBC** ILECs doing business the regions more particularly described below:

1.7.1 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.7.2 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.7.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned

ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.7.4 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.7.5 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

SBC NEVADA - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.7.6 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.7.7 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.8 **"Incollect"** shall mean calls that are placed using the services of **SBC-13STATE** or another LEC or LSP, who shall be the Earning Company and billed to an unbundled Network Element (e.g., switch port) of CLEC, who shall be the Billing Company.

1.9 "**Messages"** means the call detail information provided via the DUF.

1.10 **"Outcollect"** shall mean calls that are placed using CLEC Network Elements (e.g., switch port) , who shall be the Earning Company and billed to a **SBC-13STATE** line or other LEC or LSP, who shall be the Billing Company.

1.11 **"Pre-paid Service"** means a program offered by **SBC-13STATE**'s Public Communications affiliate that will allow CLEC's End Users to receive collect calls that originate from inmate facilities served by **SBC-13STATE**'s Public Communications affiliate when Selective Blocking has been imposed. Prepay Service allows the End Users to receive such calls by paying a pre-determined amount into a facility-specific account from which payment for future collect calls from that facility are deducted. Prepaid calls are billed at the same rate as collect calls. When the prepaid account is exhausted, calls are prevented from completing until additional amounts are deposited in the account. Any unused portion of a prepaid account is refunded upon request.

1.12 **"Rejects"** means Messages that fail to pass edits in the CLEC's billing system, including Messages that do not pass due to: (1) the age of the call; (2) missing information; (3) incomplete information, or (4) Automatic Number Identification "ANIs" that do not belong to the CLEC at the time the calls was made. Rejects are considered "Unbillable" as defined herein.

1.13 **"Selective Blocking"** means a blocking functionality which selectively blocks calls that originate from certain inmate facilities that are served by **SBC-13STATE**'s Public Communications affiliate and that are billable to CLEC's UNE-P End-Users (that is certain inmate – originated collect calls terminating to CLEC's unbundled switch-port). Traffic originating from these inmate facilities will not complete to UNE-P End-Users, unless such End-Users have set up a pre-paid account, as described herein. **SBC-13STATE** will

identify CLEC's OCNs and provide programming necessary to restrict inmate originated collect calls, which terminate to **SBC-13STATE** unbundled local switch ports.

1.14 **"Rated ABS Message"** means an ABS message originating from **SBC-13STATE** that is rated and listed on the DUF.

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

1.16 **"Toll Billing Exception"** (TBE) means a blocking functionality which uses pre-existing Line Information Database "LIDB" that is currently available under the Interconnection Agreement to block CLEC's retail lines. CLEC orders TBE blocking via the service order process or an equivalent.

1.17 **"Unbillable"** means the rated value of an ABS Message that is not billable to CLEC's End-User because of missing information in the billing record or other billing error (not the result of an error by CLEC) that is returned to **SBC-13STATE** by means of the DUF.

1.18 **"Uncollectible"** means an ABS Message for which charges are billed by CLEC to CLEC's End-User's telephone number and cannot be collected by CLEC from its End-User, despite CLEC's collection efforts.

2. RESPONSIBILITY FOR INCOLLECT CALLS

2.1 CLEC may select one of the three options set forth below. Appendix A to the General Terms and conditions sets forth the CLEC's election of certain options in connection with the Alternate Billed Services (ABS) Appendix, and indicates the Billing Option CLEC selects for **either** 1) All States **or** 2) a Specific State, in which this Agreement is being filed**. If CLEC fails to select one of the billing options identified below, the default selection of ABS Billing Option 1 will be selected on CLEC's behalf.**

2.2 **Option 1: CLEC Blocking of ABS Traffic**

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

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

2.2.2 Erroneous charges for ABS traffic that originated on the **SBC-13STATE** network may be returned by CLEC to **SBC-13STATE** as a claim, as defined in Section 6.0 of the Appendix, for consideration of adjustment.

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

2.2.4 CLEC shall notify **SBC-13STATE** within five (5) business days of deploying a new OCN to insure that Selective Blocking is established correspondingly. Subsequent requests to add Selective Blocking should be submitted to pccdispute@sbc.com.

2.2.5 Settlement with CLEC

2.2.5.1 The amount due each billing cycle to **SBC-13STATE** from CLEC who selects Option 1 shall be as follows:

a. Gross ABS Billing Sent; (+)
b. Amounts declared as Unbillable or Rejects as provided in Section 8 of the Appendix; (-)
c. Amounts declared as Duplicates as provided in Section 8.5 of the Appendix; (-)
d. Amounts declared as Adjustments as provided in Section 6.0 of the Appendix; (-)
e. Late Payment Charges previously assessed for Unbillables; (+)
f. Amount Due **SBC-13STATE** (a-(b,c,d)+,e=f

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

2.2.6 Unbillables / Rejects

2.2.6.1 CLEC may submit Unbillable and/or Reject claims to **SBC-13STATE** as provided in Section 8 of the Appendix.

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

CLEC is responsible for payment of all charges for ABS Traffic, excluding Unbillables and Rejects, as provided in Section 8.0 of the Appendix, and agrees to comply with the remaining terms and conditions in this Appendix. CLEC may submit up to a maximum of thirty-five percent (35%) of **SBC-13STATE'**s rated ABS messages and applicable taxes delivered via the DUF to **SBC-13STATE** as an Uncollectible, for a given bill period. CLEC will be responsible for one hundred percent (100%) of any ABS charges and applicable taxes passed through **SBC-13STATE** by a Third Party LEC that is included in a DUF transmission. **SBC-13STATE** will credit CLEC a Billing and Collection Service (B&CS) fee of $0.05 per billed message for billing its End Users according to the ABS messages transmitted via the DUF for ABS calls originated on SBC-13STATE's network.

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

2.3.2 Settlement with CLEC:

2.3.2.1 The amount due each billing cycle to **SBC-13STATE** from CLEC who selects Option 2, shall be as follows:

a. Gross ABS Billing Sent; (+)
b. Amounts declared as Unbillable or Rejects as provided in Section 8 of the Appendix; (-)
c. Amounts declared as Duplicates as provided in Section 8.5 of the Appendix; (-)
d. Amounts declared as Adjustments as provided in Section 6.0 of the Appendix; (-)

e. Running average amount for amounts declared Uncollectible ; (-)
f. Billing and Collection Fee; (-)
g. Late Payment Charges previously assessed for Unbillables; (+)
h. Amount Due **SBC-13STATE** (a-(b,c,d,e,f)+g=h

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

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

2.3.3 Uncollectibles

2.3.3.1 **SBC-13STATE** may adjust CLEC's ABS charges for timely and properly returned Uncollectibles, as defined herein. If CLEC has not billed its End-User for ABS charges or has not made collection efforts, a message is not an Uncollectible and CLEC may not return the rated message to **SBC-13STATE** for adjustment. Prior to CLEC appealing for an adjustment for an Uncollectible, CLEC will make good faith efforts to collect said amounts from its End-User. This excludes adjustments for Unbillables and Rejects, as defined herein.

2.3.3.2 CLEC may submit Uncollectibles to **SBC-13STATE** no earlier than 30 days, but no later than 180 days, from the date that the message was originally sent to CLEC by means of the DUF.

2.3.3.3 CLEC must return Uncollectibles to **SBC-13STATE** by means of the DUF, using the appropriate EMI Guidelines to receive adjustment.

2.3.3.4 CLEC shall implement Toll Billing Exception (TBE) for any End-User customer that is 60 days in arrears for any ABS calls. CLEC shall implement such TBE within 5-business days of recoursing an Uncollectible to **SBC-13STATE** for adjustment. **SBC-13STATE** reserves the right to return Uncollectibles to CLEC if TBE was not placed on the End-User customer access line that is in arrears.

2.3.3.5 If the CLEC fails to place TBE on the line **SBC-13STATE** will charge the CLEC a fee of one hundred and fifty dollars ($150) per day for each CLEC UNE-P End-User that did not have TBE implemented.

2.3.3.6 In the event that the CLEC wishes to remove TBE from an End User's line, CLEC must present full payment of any previous Uncollectibles on that End User's line to **SBC-13STATE** prior to **SBC-13STATE** removing TBE on the End User's line.

2.4 Option 3: CLEC Purchase of ABS Accounts Receivable

CLEC is responsible for payment of all charges for ABS Traffic, and will remit payment for all charges, excluding Adjustments as provided in Section 6.0 of the Appendix and/or Unbillables and Rejects, as provided in Section 8.0 of the Appendix. At the sole discretion of the CLEC, it may bill its End-User for ABS calls transmitted via the Daily Usage File (DUF). CLEC shall receive an Accounts Receivable Discount, (the "Accounts Receivable Discount") off the total amount of charges for SBC-originated ABS messages and applicable taxes, which requires that the CLEC pay (a) seventy percent (70%) of the total amount of

charges for **SBC-13STATE**'s originated rated ABS messages and applicable taxes; and (b) one hundred percent (100%) of any ABS charges passed through **SBC-13STATE** by Third Party LECs that are included in a DUF transmission.

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

2.4.2 Settlement with CLEC

2.4.2.1 The amount due each billing cycle to **SBC-13STATE** from CLEC who selects Option 3 shall be as follows:

a. Gross ABS Billing Sent; (+)
b. The Accounts Receivable Discount, as defined with Option 3 above, credited one month in arrears to Requesting Carrier's account; (-)
c. Amounts declared Unbillable or Rejects as provided in Section 8.0 of the Appendix; (-)
d. Amounts declared as Duplicates as provided in Section 8.5 of the Appendix; (-)
e. Amounts declared as Adjustments as provided in Section 6.0 of the Appendix; (-)
f. Late Payment Charges previously assessed for Unbillables; (+)
g. Amount Due **SBC-13STATE** (a-(b,c,d,e)+f)=g

2.4.2.2 Once purchased as an Account Receivable, CLEC shall not adjust, deduct, debit, or otherwise attempt to recourse back to **SBC-13STATE** any Uncollectible ABS charges, regardless of whether the End User disputes the ABS charges accuracy, declares financial insolvency, or otherwise refuses to pay CLEC invoices.

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

3. DAILY USAGE EXTRACT FILE: Applies to all Options

3.1 Specific provisions, requirements and prices concerning the Daily Usage Extract File and related services are set forth in the Interconnection Agreement, attached hereto.

3.2 Notwithstanding the foregoing, CLEC shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by **SBC-13STATE** to CLEC within six (6) months of the date such usage was incurred. Rated messages that meet the requirements outlined above as Underbilled ABS charges must be returned to **SBC-13STATE** by means of the DUF as an Unbillable record for consideration of an adjustment. **"Underbilled Charges"** shall mean 1) the rated ABS records that **SBC-13STATE** sends to CLEC via the DUF that are less than six (6) months of the call being made that originated on the **SBC-13STATE** network; and 2) rated ABS records that are passed through **SBC-13STATE** by a third party LEC to CLEC via the DUF that are less than six (6) months of the call being made.

4. BILLING AND COLLECTION SERVICES (B&CS): Applies to Options 1 & 2 and shall apply to Option 3, when CLEC elects to bill its End-Users

4.1 Billing Services

4.1.1 CLEC will provide Billing and Collection Services (B&CS) to **SBC-13STATE** for the ABS calls described in this Appendix and for additional Alternate Billing Services that may be developed during the term of this Appendix.

4.1.2 **SBC-13STATE** will provide CLEC with formatted records via the DUF for **SBC-13STATE**s' and Third Party LECs' rated messages for ABS calls in accordance with each Provider's requested rate. CLEC will render bills to CLEC's Customers in accordance with standard billing processes. CLEC must bill for all ABS calls contained on the formatted DUF records. CLEC shall bill all calls within thirty (30) days of receiving the applicable DUF.

4.1.3 CLEC must comply with all federal and state requirements applicable to the provision of the Billing Services.

4.2 Collection Services

These Collection Services consist of:
- Collecting payments remitted by CLEC's End-User Customers for Alternate Billing Services calls;
- Adjusting End User's bills as set forth in Section 8.0 of this Appendix;
- Responding to Customer complaints, inquiries and disputes as set forth in Section 6.0 of this Appendix;
- Remitting net proceeds to **SBC-13STATE**;
- Undertaking preliminary collection activity for delinquent accounts which may include but is not limited to referring account to outside collection agency, applying Selective or TBE blocking, or payment plan.

5. CHANGES TO PROVIDER'S SERVICES AND RATES

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

6. ABS CLAIMS AND ADJUSTMENTS

6.1 CLEC End-User Customer Complaints and Inquiries

6.1.1 CLEC is responsible for facilitating all End User complaints, inquiries and disputes associated with ABS calls. **SBC-13STATE** will work cooperatively with CLEC to address the CLEC's End User's concerns by providing skilled assistance to CLEC. If CLEC is unable or unsure of how to sustain a call with an End-User and wants to launch further investigation on a specific call or a series of calls, CLEC may initiate a claim to **SBC-13STATE** as provided in Section 6.2 of this Appendix.

6.2 CLEC ABS Claims

6.2.1 If CLEC is unable or unsure of how to sustain a call with an End-User and wants to launch further Investigation on a specific call or a series of calls, CLEC may send an email to pccdispute@sbc.com and the Dispute Command Center will perform the research necessary to either adjust the call or help the CLEC sustain it with their End-User. The email, from a representative of the CLEC, should provide the inquiry details, which include, but are not limited to, the telephone number, date of dispute/inquiry, charges and/or the nature of the inquiry.

6.2.2 Within five (5) business days of receipt of the email message, a response will be provided to the CLEC's representative as to the disposition. The disposition could be an agreement to adjust the charges, an explanation for sustaining the call, or the request for additional information to assist **SBC-13STATE** in completing the investigation.

6.3 Claim Resolution and Adjustments to CLEC's Account

6.3.1 When all questions are answered and disposition is provided to CLEC on ABS claim, a credit is applied to the CLEC's Billing Account Number (BAN), as appropriate.

6.3.2 Claim resolution is made within thirty (30) calendar days of receipt of claim. In the rare event that a claim cannot be processed within thirty (30) calendar days, notification is made to CLEC via phone or Email and the status will be provided periodically until it is resolved.

6.3.3 If a claim or adjustment is approved, an adjustment is applied to the next account billing cycle.

6.3.4 If a claim is denied, an explanation for the denial is provided. Once **SBC-13STATE** resolves the CLEC claim and the resolution Email is sent to CLEC, **SBC-13STATE** considers the claim closed and the monies in dispute become collectible. If CLEC does not agree with **SBC-13STATE's** resolution of the claim, it is CLEC's responsibility to invoke formal dispute.

7. ADJUSTMENTS TO CLEC'S END-USER'S ACCOUNT

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

8. UNBILLABLES / REJECTS

8.1 **SBC-13STATE** may adjust CLEC's ABS charges for timely and properly returned Unbillables and Rejects as defined herein.

8.2 CLEC may submit Unbillable and/or Reject claims to **SBC-13STATE** no later than 60 days from the date the message was originally sent to CLEC through the DUF.

8.3 CLEC must return Unbillable and/or Reject claims to **SBC-13STATE** by means of the DUF, using the appropriate EMI Guidelines.

8.4 Upon receipt of returned Unbillable and/or Reject, **SBC-13STATE** will first attempt to correct the message and re-send it to CLEC for End-User billing. If the record cannot be corrected, **SBC-13STATE** will process appropriate credits to CLEC's account.

8.5 In the rare event that duplicate records are received by the CLEC, a separate adjustment procedure will be necessary. A CLEC may notify **SBC-13STATE** of one duplicate record or a series of duplicate records by submitting an e-mail message to pccdispute@**SBC**.com. The Dispute Command Center will perform the research necessary to either adjust the call or help the CLEC sustain the call with its End-User. The email, from a representative of the CLEC, should provide the inquiry details, which include, but are not limited to, the telephone number, date of dispute/inquiry, charges and/or the nature of the inquiry. Within five (5) business days of receipt of the email message, a response will be provided to the CLEC's representative as to the disposition. The disposition could be an agreement to adjust the charges, an explanation for sustaining the call or the request for additional information to assist **SBC-13STATE** in completing the

investigation. When all questions are answered and disposition provided, the appropriate credit is applied to the CLEC's Billing Account Number (BAN), as appropriate. Claim resolution is made within thirty (30) calendar days of receipt of initial claim. In the rare event that a claim cannot be processed within thirty (30) calendar days, notification is made to CLEC via phone or Email and the status will be provided periodically until it is resolved. Once a claim is resolved, a resolution Email is sent to CLEC advising of the action taken. If a claim or adjustment is approved, an adjustment is applied to the next account billing cycle. If a claim is denied, an explanation for the denial is provided. Once **SBC-13STATE** resolves the CLEC claim and the resolution Email is sent to CLEC, **SBC-13STATE** considers the claim closed and the monies in dispute become collectible. If CLEC does not agree with **SBC-13STATE's** resolution of the claim, it is CLEC's responsibility to invoke formal dispute.

9. TAXES

9.1 Taxes Imposed on Services Performed by Reseller. CLEC shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties, imposed on CLEC's performance of Billing Services and Collection Services under this Appendix.

10. BLOCKING

10.1 CLEC shall comply with all federal and state requirements to block End User access to ABS calls upon End User's request. CLEC shall also block End User access to ABS calls upon **SBC-13STATE**'s request, as set forth in the Guidelines in this Appendix.

10.2 CLEC shall agree to cooperate with **SBC-13STATE** to investigate, minimize, and take corrective action in cases of potential fraud. CLEC shall also block its End-User access to ABS calls upon **SBC-13STATE**'s request in the case of potential fraud.

10.3 In connection with the selective blocking and TBE option, **SBC-13STATE** is unable to guarantee that its methodology will block one hundred percent (100%) of the collect/third party calls. CLEC is responsible for any ABS charges that may occur due to CLEC's End User's acceptance of Collect/Third Party calls.

10.4 Not all facilities have the necessary equipment or capacity to implement Selective Blocking. For Facilities not capable or without capacity to implement Selective Blocking, Toll Billing Exception (TBE) is an available alternative for the CLEC.

10.5 Selective Blocking is currently not a chargeable service. In the event that **SBC-13STATE** establishes recurring charges for Selective Blocking, **SBC-13STATE** will provide CLEC with 60-day notice from when recurring charges will commence, allowing it to remove Selective Blocking accordingly. The parties will negotiate the Selective Blocking rate. If the parties are unable to reach Appendix on the Selective Blocking Rate they will initiate the Dispute Resolution Process contained in the Underlying Interconnection Agreement.

10.6 **SBC-13STATE** reserves the right to withdraw the Selective Blocking Option at any time, with 30- days' notice.

10.7 Certain calling patterns by CLEC's End-Users accepting ABS calls may trigger fraud alerts that may require Toll Billing Exception (TBE) in place of or in addition to Selective Blocking.

11. OUTCOLLECTS AND RECIPROCAL BILLING

11.1 Outcollects: **SBC-13STATE** will provide to CLEC the unrated message detail that originates from a CLEC End-User line but which is billed to a telephone number other than the originating number (e.g., calling card,

bill-to-third number, collect.). **SBC-13STATE** has agreed to transmit such data on a daily basis by means of the DUF. CLEC as the Local Service Provider (LSP) will be deemed the Earning Company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for End-User billing, by means of the DUF. CLEC will be compensated by the billing company for the revenue it is due. A message charge for **SBC-13STATE's** transmission of Outcollect messages to CLEC is applicable, and **SBC-13STATE** will bill CLEC for the transmission charge.

11.2 **SBC-13STATE,** deemed as the Billing Company, **is** prepared to reciprocate the terms of this agreement as it relates to CLEC's Outcollects that are billable to **SBC-13STATE** and is prepared to compensate CLEC, as the Earning Company, for the revenue it is due.

APPENDIX INW

TABLE OF CONTENTS

1. INTRODUCTION 3
2. SERVICES 4
3. DEFINITIONS 5
4. RESPONSIBILITIES OF THE PARTIES 5
5. TOLL CENTER CODES 6
6. PRICING 5
7. MONTHLY BILLING 5
8. LIABILITY 6
9. TERMS OF APPENDIX 6
10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 7

APPENDIX INW
(Inward Assistance Operator Services)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services for switched-based CLEC's or CLEC's leasing unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICES

2.1 Where technically feasible and/or available, **SBC-13STATE** Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.

2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.

2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

3. DEFINITIONS

3.1 **"General Assistance**" - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.

3.2 **"Busy Line Verification"** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.

3.3 **"Busy Line Verification/ Interrupt" -** A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

3.4 "**Toll Center Code"** - Refers to a three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain Inward Assistance.

3.5 **"Operator Service Code"** - Refers to the operator dialable code assigned in the LERG for Inward Assistance.

4. RESPONSIBILITIES OF THE PARTIES

4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:

4.1.1 It is the responsibility of the CLEC to order the necessary facilities to interconnect with **SBC-13STATE**'s Operator assistance switch(es). It is the responsibility of **SBC-13STATE** to provide the necessary facilities to the CLEC's point of presence in the local exchange area/LATA to interconnect with the CLEC's Operator assistance switches.

4.1.2 The CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the **SBC-13STATE** Operator assistance switch utilizing MF signaling. Likewise, **SBC-13STATE** will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to the CLEC's designated Operator assistance switch.

4.2 CLEC will furnish request for service in writing to **SBC-13STATE**, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by **SBC-13STATE**. CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to **SBC-13STATE** to establish any new interconnection trunking arrangements.

4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

5. TOLL CENTER CODES

5.1 Toll Center Codes will be used by the CLEC Operators for routing and connecting to the **SBC-13STATE** Operator assistance switches. These codes are specific to the various **SBC-13STATE** LATA's where **SBC-13STATE** Operator assistance switches are located.

5.2 **SBC-13STATE** Operator Services will require a Toll Center Code for the CLEC Operator Services assistance switch. This code will be the routing code used for connecting the **SBC-13STATE** Operator to the CLEC Operator on an Inward basis.

5.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

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

7. MONTHLY BILLING

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

8. LIABILITY

8.1 The CLEC agrees to defend and hold harmless **SBC-13STATE** from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's End Users. The CLEC shall defend against all end user claims just as if the carrier operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both **SBC-13STATE** and carrier.

8.2 The CLEC also agrees to release, defend and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

9. TERMS OF APPENDIX

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

9.2 If the CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay **SBC-13STATE**, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the

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

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

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX INW

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

CITY	NPA-NXX	LATA

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

APPENDIX ITR
(Interconnection Trunking Requirements)

TABLE OF CONTENTS

1. INTRODUCTION 3
2. DEFINITION 5
3. ONE-WAY AND TWO-WAY TRUNK GROUPS 5
4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING 6
5. TRUNK GROUPS 8
6. FORECASTING RESPONSIBILITIES: SBC-13STATE 13
7. TRUNK DESIGN BLOCKING CRITERIA: SBC-13STATE 14
8. TRUNK SERVICING: SBC-13STATE 15
9. TRUNK DATA EXCHANGE: SBC-13STATE 17
10. NETWORK MANAGEMENT: SBC-13STATE 17
11. OUT OF EXCHANGE TRAFFIC 18
12. CIRCUIT SWITCHED TRAFFIC 18
13. IP TRAFFIC 19
14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 19

APPENDIX ITR
(Interconnection Trunking Requirements)

1. INTRODUCTION

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

1.2 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.

1.3 Local trunk groups may only be used to transport traffic between the parties End Users.

1.4 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.5 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.6 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.7 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.8 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.9 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.11 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.12 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.13 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.14 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.15 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.16 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.17 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.18 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.19 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.20 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.21 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.22 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.23 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.24 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.25 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.26 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DEFINITION

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

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 CLEC shall issue Access Service Request (ASR) for two-way trunk groups. CLEC shall issue ASR's for one-way trunk groups, originating at the CLEC switch. **SBC-13STATE** shall issue ASR's for one-way trunk groups, originating at the **SBC-13STATE** switch. Exceptions to this are noted below:

3.1.1 CLEC shall issue ASR's for one-way Meet Point Trunk Groups (MPTGs) in **SBC-13STATE.**

3.1.2 CLEC shall issue ASR's for one-way Busy Line Verification/Emergency Interrupt trunk group.

3.1.3 CLEC shall issue ASR's for one-way High Volume Call In trunk group as described in section 5.7.3.

3.1.4 CLEC shall issue ASR's for one-way Connecticut Transit Traffic Service trunk group in **SBC SNET.**

3.2 One-way trunk groups for ancillary services (e.g. OS/DA, BLVI, mass calling, Meet Point, 911 and in SNET, Connecticut Transit Traffic trunk group) can be established between a CLEC switch and an **SBC-13STATE** Tandem as further provided in this Appendix ITR. CLEC is financially responsible for the transport facility cost as described in Appendix NIM section 2.6. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.

3.3 Two-way trunk groups for local/ IntraLATA and InterLATA traffic can be established between a CLEC switch and an **SBC-13STATE** Tandem or End Office switch. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. **SBC-13STATE** will use the Trunk Group Service Request (TGSR), as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

3.4 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, in **SBC MIDWEST REGION 5-STATE** and **SBC SNET**, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.

3.5 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data as described in section 9.

3.6 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end-point meet Interconnection architecture. The Parties may agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via any Interconnection method as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. **SBC-13STATE** agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 **SBC-13STATE** deploys in its network Tandems that switch local only traffic (local Tandem **SBC SOUTHWEST REGION 5-STATE** only), Tandems that switch only local and IntraLATA traffic (local/IntraLATA Tandem **SBC SOUTHWEST REGION 5-STATE** only), Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition **SBC-13STATE** deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.

4.2 When Tandem trunks are deployed, CLEC shall connect to all tandems in the LATA in **SBC SNET**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC MIDWEST REGION 5-STATE** and to all Tandems in the local exchange area in **SBC SOUTHWEST REGION 5-STATE**. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective **SBC-13STATE** Tandems on the trunk groups defined below. **SBC-13STATE** shall route appropriate traffic to CLEC switches on the trunk groups defined below.

4.2.1 "Transit Traffic" is local and intraLATA toll traffic originated by or terminates to CLEC's End Users from another Local Exchange Carrier, CLEC or wireless carrier's End User that transit a **SBC-13STATE** Tandem. Transit Traffic does not terminate to **SBC-13STATE**'s End Users.

4.2.2 When transit traffic through the **SBC-13STATE** Tandem from CLEC to another Local Exchange Carrier, CLEC or wireless carrier requires 24 or more trunks, CLEC shall establish a direct trunk group between itself and the other Local Exchange Carrier, CLEC or wireless carrier. CLEC shall route Transit Traffic via **SBC-13STATE**'s Tandem switches, and not at or through any **SBC-13STATE** End Offices. By establishing this trunk group, CLEC agrees to cease routing transit traffic through the **SBC-13STATE** Tandem to the third party terminating carrier. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 7.0.

4.2.3 **SBC SNET** will make its Connecticut Transit Traffic Service available to CLEC for the purpose of completing CLEC Transit Traffic calls as defined in Section 4.2.1 at the rates and upon the terms and conditions set forth in Appendix Pricing and the applicable CT Access Service Tariff respectively. In doing so, **SBC SNET** will compensate the terminating carrier for applicable local compensation or intraLATA access compensation.

4.3 While the Parties agree that it is the responsibility of the CLEC to enter into arrangements with each third party carrier (ILECs, IXCs, Wireless Carriers or other CLECs) to deliver or receive transit traffic, **SBC-13STATE** acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an temporary basis. Accordingly, until the earlier of (I) the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to CLEC and (II) the date transit traffic volumes exchanged by the CLEC and third-party carrier exceed the volumes specified in Section 4.2.2, **SBC-13STATE** will provide CLEC with transit service. CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.

4.3.1 Once the CLEC is notified that that there is more than a DS1's worth of traffic to any 3rd party, then the CLEC will invoke an interconnection arrangement with the 3rd party of concern within 60 calendar days.

4.3.2 If CLEC does not establish direct trunk groups as described above, **SBC-13STATE** reserves the right to cease delivery of such traffic.

4.4 Direct End Office trunks terminate traffic from a CLEC switch to an **SBC-13STATE** End Office and are not switched at a Tandem location. The Parties shall establish a two-way Direct End Office trunk group when actual or projected End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the Direct End Office trunk group will be alternate routed to the appropriate Tandem. Local traffic will only be alternately routed if the local exchange area is served by a local or local/Access Tandem.

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

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

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

4.6 Trunk Configuration

4.6.1 Trunk Configuration – **SBC SOUTHWEST REGION T-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC SNET**

4.6.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

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

4.6.2 Trunk Configuration – **SBC CALIFORNIA** and **SBC NEVADA**

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

4.6.2.2 When Interconnecting at **SBC CALIFORNIA**'s DMS Tandem(s), 64CCC data and voice traffic may be combined on the same B8ZF ESF facilities and 2-way trunk group. 64CCC

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

5. TRUNK GROUPS

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

5.2 Local & IntraLATA Interconnection Trunk Group(s) in Each Local Exchange Area: **SBC SOUTHWEST REGION 5-STATE**.

5.2.1 A two-way local trunk group shall be established between CLEC switch and each **SBC SOUTHWEST REGION 5-STATE** local Tandem in the local exchange area. Inter-Tandem switching is not provided.

5.2.2 A two-way local/IntraLATA trunk group shall be established between CLEC switch and each **SBC SOUTHWEST REGION 5-STATE** local/IntraLATA Tandem in the local exchange area. Inter-Tandem switching is not provided.

5.2.3 **SBC SOUTHWEST REGION 5-STATE** reserves the right to initiate a one-way IntraLATA trunk group to CLEC in order to provide Tandem relief when a community of interest is outside the local exchange area in which the CLEC is Interconnected.

5.2.4 Where traffic from CLEC switch to **SBC SOUTHWEST REGION 5-STATE** End Office is sufficient, 24 or more trunks, a local or local/IntraLATA trunk group shall also be established to the **SBC SOUTHWEST REGION 5-STATE** End Office as described in Sections 4.4 and 4.5.

5.2.5 A local or local/IntraLATA trunk group shall be established from CLEC switch to each **SBC SOUTHWEST REGION 5-STATE** End Office in a local exchange area that has no local Tandem.

5.2.6 Each Party shall deliver to the other Party over the Local Trunk Group(s) only such traffic that originates and terminates in the local exchange area.

5.2.7 When **SBC SOUTHWEST REGION 5-STATE** has a separate local Tandem and Access Tandem in the local exchange area, a two-way IntraLATA toll trunk group shall be established to the **SBC SOUTHWEST REGION 5-STATE** Access Tandem, in addition a two-way local trunk group shall be established from the CLEC switch to the **SBC SOUTHWEST REGION 5-STATE** local Tandem(s).

5.2.8 When **SBC SOUTHWEST REGION 5-STATE** has a combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a two-way local/IntraLATA trunk group.

5.2.9 When **SBC SOUTHWEST REGION 5-STATE** has more than one combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a two-way local/IntraLATA trunk group to each **SBC SOUTHWEST REGION 5-STATE** Tandem.

5.3 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA: **SBC MIDWEST REGION 5-STATE**, **SBC SNET**, **SBC CALIFORNIA** and **SBC NEVADA**

5.3.1 Tandem Trunking - Single Tandem LATAs

5.3.1.1 Where **SBC CALIFORNIA, SBC NEVADA** or **SBC MIDWEST REGION 5-STATE** has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk group for calls destined to or from all End Offices that subtend the Tandem. This trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling.

5.3.2 Tandem Trunking – Multiple Tandem LATAs

5.3.2.1 Where **SBC CALIFORNIA**, **SBC NEVADA**, **SBC SNET** or **SBC MIDWEST REGION 5-STATE** has more than one Access Tandem and/or local/IntraLATA Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every **SBC CALIFORNIA**, **SBC NEVADA**, **SBC SNET** or **SBC MIDWEST REGION 5-STATE** Tandem for calls destined to or from all End Offices that subtend each Tandem. These trunk groups shall be two-way and will utilize Signaling System 7 (SS7) signaling.

5.3.3 Direct End Office Trunking

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

5.4 Meet Point Trunk Group: **SBC-13STATE**

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

5.4.2 Meet Point Trunk Groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol. CLEC is financially responsible for the transport facility cost as described in Appendix NIM section 2.6.

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

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

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

5.4.5 FOR **SBC CALIFORNIA** 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. I75—T, Section 6.7.3, Tandem Access Sectorization (TAS). CLEC is not required, however, to home codes by the sector designations. CLEC also agrees to locate at least one Local Routing Number (LRN) per home Tandem if CLEC ports any telephone numbers to its network from a community currently homing on that Tandem.

5.4.6 **SBC-13STATE**: For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code's geographic area.

5.4.7 **SBC-13STATE** will not block switched access customer traffic delivered to any **SBC-13STATE** Tandem for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any **SBC-13STATE** Access Tandem that CLEC switch subtends in each LATA. In no event will **SBC-13STATE** be required to route such traffic through more than one Tandem for connection to/from switched access customers. **SBC-13STATE** shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer.

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

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

5.5.1 If CLEC chooses **SBC-13STATE** to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the InterLATA meet point trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **SBC-13STATE** Tandem switch.

5.5.2 All originating Toll Free Service (800/8YY) calls for which CLEC requests that **SBC-13STATE** perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

5.5.3 CLEC may handle its own 800/8YY database queries from its switch. If so, CLEC will determine the nature (local/intraLATA/interLATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to **SBC-13STATE** over the local or intra-LATA trunk group. In such case, the CLEC is to provide an 800/8YY billing record when

appropriate. If the query reveals the call is an InterLATA 800/8YY number, CLEC will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to **SBC-13STATE**'s Access Tandem. Calls will be routed to **SBC-13STATE** over the local/IntraLATA and inter-LATA trunk groups within the LATA in which the calls originate.

5.5.4 All post-query Toll Free Service (800/8YY) calls for which CLEC performs the SSP function, if delivered to **SBC-13STATE**, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

5.6 E911 Trunk Group

5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which the CLEC offers exchange service. The CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. This trunk group shall be set up as a one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunks dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the **SBC-13STATE** E911 switch.

5.6.2 In **SBC SNET** only, CLEC will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires CLEC to establish three dedicated separate trunk groups for each Connecticut NPA, from its switch to each of the Connecticut E911 tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 tandem. A second trunk group using SS7 will go to the Secondary E911 tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 tandem and serve as a backup. These trunk groups shall be set up as a one-way outgoing only by CLEC. CLEC will have administrative control for the purpose of issuing ASRs.

5.6.3 CLEC will cooperate with **SBC-13STATE** to promptly test all 9-1-1 trunks and facilities between CLEC network and the **SBC-13STATE** 9-1-1 Tandem to assure proper functioning of 9-1-1 service. CLEC will not turn-up live traffic until successful testing is completed by both Parties.

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

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

5.7.2 This group shall be sized as follows:

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

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify **SBC-12STATE** at least 60 days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the **SBC-12STATE** HVCI/Mass Calling Serving Office to the CLEC customer's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, the CLEC may request a meeting to coordinate with **SBC-12STATE** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify **SBC-12STATE** a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. **SBC-12STATE** will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the **SBC-12STATE** Public Response HVCI/Mass Calling Network Access Tandem to the CLEC's choke serving office.

5.7.5 In **SBC SNET**, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize "call gapping" as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume customers or in situations such as those described in Section 36 Network Maintenance and Management of the General Terms and Conditions.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 If **SBC-13STATE** agrees to provide Inward Assistance Operator Services for the CLEC, please see section 4.1 of Appendix INW for the trunking requirements to provide this service.

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

5.8.2.1 Directory Assistance (DA):

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

5.8.2.2 Directory Assistance Call Completion (DACC):

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

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

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

5.8.2.4 Operator Assistance (0+, 0-):

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

5.8.2.5 Digit-Exchange Access Operator Services Signaling:

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

5.8.2.6 OS QUESTIONAIRE

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

6. FORECASTING RESPONSIBILITIES: SBC-13STATE

6.1 CLEC agrees to provide an initial forecast for establishing the initial Interconnection facilities. **SBC-13STATE** shall review this forecast and if it has any additional information that will change the forecast shall provide this information to CLEC. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the **SBC-13STATE** General Trunk Forecast. This forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-

100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum.

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem Local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current plus 2 future) years; and

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.

6.3 CLEC shall be responsible for forecasting two-way trunk groups. **SBC-13STATE** shall be responsible for forecasting and servicing the one way trunk groups terminating to the CLEC and the CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to **SBC-13STATE**, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

6.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.

6.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7. TRUNK DESIGN BLOCKING CRITERIA: SBC-13STATE

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

TABLE 1

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

*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

8. TRUNK SERVICING: SBC-13STATE

8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. In **SBC MIDWEST REGION 5-STATE** and **SBC SNET** where one-way trunks are used (as discussed in section 3.4), **SBC MIDWEST REGION 5-STATE** and **SBC SNET** will issue ASRs for trunk groups for traffic that originates in **SBC-13STATE** and terminates to CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other party.

8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.

8.3.1 In A Blocking Situation (Over-utilization)

8.3.1.1 In a blocking situation the CLEC is responsible for issuing an ASR on all two-way trunk groups and one-way CLEC originating trunk groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, **SBC-13STATE** will issue a TSGR. The CLEC will issue an ASR within three (3) days after receipt and review of the TGSR. The CLEC will note "Service Affecting" On the ASR.

8.3.1.2 In a blocking situation **SBC-13STATE** is responsible for issuing an ASR on one-way SBC originating trunk groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, the CLEC will issue a TSGR. **SBC 13-STATE** will issue an ASR within three (3) days after receipt and review of the TGSR. **SBC-13 STATE** will note "Service Affecting" on the ASR.

8.3.1.3 If an Alternate Final trunk group is at 75 % utilization, a TGSR is sent to the CLEC for the final and all subtending High Usage's that are contributing any amount of overflow to the Final route.

8.3.2 Underutilization:

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

8.3.2.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group,

which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

8.3.2.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days for **SBC CALIFORNIA**/**SBC NEVADA** and 10 business days for **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC SNET** after receipt of the TGSR.

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

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

8.4 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party within twenty (20) business days for **SBC CALIFORNIA**/**SBC NEVADA** and (10) business days for **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC SNET** after receipt of the TGSR.

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

8.5 Projects require the coordination and execution of multiple orders or related activities between and among **SBC-13STATE** and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

8.5.1 Orders that comprise a project, i.e., greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

8.6 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be based on each of the **SBC-13STATE**'s intrastate Switched Access intervals. If CLEC is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the CLEC will provide a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If the CLEC requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by the CLEC. Should the CLEC fail to cancel such an ASR, **SBC-13STATE** shall treat that ASR as though it had been canceled.

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

8.8 TRUNK SERVICING – **SBC SOUTHWEST REGION 5-STATE** Exceptions:

8.8.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project, as stated in 8.6. Incoming orders will be screened by SBC SOUTHWEST REGION T-STATE trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimally delay order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

8.9 Projects-Tandem Rehomes/Switch Conversion/Major Network Projects

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

9. TRUNK DATA EXCHANGE: SBC-13STATE

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

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis). These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

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

10. NETWORK MANAGEMENT: SBC-13STATE

10.1 Restrictive Controls

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

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

10.2 Expansive Controls

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

10.3 Mass Calling

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

11. OUT OF EXCHANGE TRAFFIC

11.1 Interconnection services are available in accordance with section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-SBC incumbent exchange and consistent with the Appendix Out of Exchange Traffic attached to this Agreement.

12. CIRCUIT SWITCHED TRAFFIC

12.1 For purposes of this Agreement only, Circuit-Switched Traffic is defined as any traffic that terminates on a Party's circuit switch including, without limitation, traffic routed or transported in whole or in part using Internet Protocol. Notwithstanding anything to the contrary in this Agreement, excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC's tariffs, all other Circuit-Switched Traffic, as defined above, that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange ("Interexchange Circuit-Switched Traffic") shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Interexchange Circuit-Switched Traffic are not subject to the above stated requirement relating to routing over feature group access trunks.

(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone fromCLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,
(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
(iii) Interexchange Circuit Switched Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
(iv) Interexchange Circuit Switched Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Interexchange Circuit-Switched Traffic as described in Section 1.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Interexchange Circuit-Switched Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and

Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Interexchange Circuit-Switched Traffic as described in Section 1.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent is it not blocked.

12.3 The Parties agree that all traffic is presumed to be Circuit-Switched Traffic unless the Party delivering the traffic affirmatively demonstrates to the terminating Party by providing auditable records including, but not limited to, call detail records, that provide sufficient information that the traffic qualifies as "IP Traffic" (as defined below). Once the delivering Party affirmatively demonstrates traffic is "IP Traffic," the delivering Party shall deliver such traffic over separate and distinct Feature Group D access trunks and facilities per the other Party's tariffs until such time as an Internet Protocol access product may be purchased from the other Party's tariffs. Either Party may audit at any time the delivery of such traffic by the other Party over Feature Group D access trunks or the Internet Protocol access product (when available), whichever is applicable, to determine if it qualifies as IP Traffic (as defined below) in accordance with the audit provisions in Section 32 of the General Terms and Conditions of this Agreement.

13. IP TRAFFIC

13.1 For purposes of this Agreement only, "IP Traffic" is limited to traffic originated on customer premises equipment of the end user that originated and/or dialed a call in the Internet Protocol format and transmitted to the switch of a provider of voice communication applications or services when such switch utilizes Internet Protocol. The Parties have been unable to agree as to whether and under what circumstances IP Traffic should be subject to switched access charges. Without waiving any rights with respect to either Party's position, the Party delivering IP Traffic for termination shall pay into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties an amount equal to the intrastate and interstate switched access charges that applies to such IP Traffic based on its jurisdictional nature. To be acceptable, the escrow agent and escrow account must meet all of the criteria established in Section 8.5 of the General Terms and Conditions of this Agreement except disbursements from the escrow account will be limited to those authorized in writing by the disputing Party or upon receipt of any effective and applicable FCC rules or order regarding compensation for IP Traffic.

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX MERGER CONDITIONS

TABLE OF CONTENTS

1. MERGER CONDITIONS....3
2. DEFINED TERMS; DATES OF REFERENCE....3
3. PROMOTIONAL DISCOUNTS ON RESALE....4
4. LAWFUL UNBUNDLED LOCAL SWITCHING WITH SHARED TRANSPORT....5
5. CONFLICTING CONDITIONS....5
6. SUSPENSION OF CONDITIONS....5

APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

1.1 For purposes of this Appendix only, **SBC-13STATE** is defined as one of the following ILECs, as appropriate, in those geographic areas where the referenced SBC-owned Company is the ILEC: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company 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.

1.1.1 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.1.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.3 **SBC CONNECTICUT -** As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.

1.1.4 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.1.5 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.2 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.

1.3 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 RESALE

3.1 The promotional resale discount ("Resale Discount") on telecommunications services that **SBC-13STATE** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers sunset (terminated) in each **SBC-13STATE** on November 8, 2002. Consequently, such discount is not available to any CLEC who did not have an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC-13STATE** that provided for such Resale Discount before November 8, 2002. Thus, notwithstanding anything to the contrary in this Appendix or Agreement, in the event that any other telecommunications carrier should adopt provisions in this Appendix or Agreement pursuant to Section 252(i) of the Act, or otherwise obtains this Appendix, CLEC shall not be entitled to this Resale Discount unless the CLEC: (1) had an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC-13STATE** that provided for this Resale Discount before November 8, 2002; and (2) even then, only with respect to those underlying resold lines the Adopting CLEC ordered prior to November 8, 2002 for this resale discount with a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions.

3.2 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.

3.3 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.

4. LAWFUL UNBUNDLED LOCAL SWITCHING WITH SHARED TRANSPORT

4.1 **SBC MIDWEST REGION 5-STATE** will provide Lawful 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) until the obligation set forth therein has expired. To the extent this Agreement currently contains specific rates, terms and conditions for that **SBC MIDWEST REGION 5-STATE** Lawful 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 Lawful unbundled shared transport into this Agreement via Amendment which would become effective following the date it is approved or deemed approved by the appropriate **SBC MIDWEST REGION 5-STATE** state commission or effective as may otherwise be set forth in the Amendment. Lawful unbundled shared transport is not offered under this Appendix.

5. CONFLICTING CONDITIONS

5.1 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.

6. SUSPENSION OF CONDITIONS

6.1 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 911

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 5

3. SBC-13STATE RESPONSIBILITIES 6

4. CLEC RESPONSIBILITIES 7

5. RESPONSIBILITIES OF BOTH PARTIES 9

6. METHODS AND PRACTICES 9

7. CONTINGENCY 9

8. BASIS OF COMPENSATION 10

9. LIABILITY 10

10. MUTUALITY 11

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 11

APPENDIX 911

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

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.25 The prices at which **SBC-13STATE** agrees to provide CLEC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

2.1 **"911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.

2.2 **"Automatic Location Identification" or "ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.3 **"Automatic Number Identification" or "ANI"** means the telephone number associated with the access line from which a call to 911 originates.

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

2.5 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

2.6 **"E911 Customer"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

2.7 **"E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service")** or **"E911 Service"** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

2.8 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

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

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

2.11 **"Public Safety Answering Point" or "PSAP"** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.12 **"Selective Routing" and "Selective Router" or "SR"** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. SBC-13STATE RESPONSIBILITIES

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

3.2 Call Routing

3.2.1 **SBC-13STATE** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 **SBC-13STATE** will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, **SBC-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI 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

3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated E911 trunks from **SBC-13STATE**'s SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

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

3.3.3 Upon written request by CLEC, **SBC-13STATE** shall, in a timely fashion, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

3.3.4 **SBC-13STATE** and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the **SBC-13STATE** SR(s).

3.4 Database

3.4.1 Where **SBC-13STATE** manages the E911 database, **SBC-13STATE** shall store the CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 **SBC-13STATE** shall coordinate access to the **SBC-13STATE** E911 DBMS for the initial loading and updating of CLEC End User 911 Records.

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

3.4.4 **SBC-13STATE** will update CLEC's End User 911 Records in the E911 DBMS. **SBC-13STATE** will then provide CLEC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.

3.4.5 **SBC-13STATE** shall provide the CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where CLEC is authorized to do business as a local exchange service provider and **SBC-13STATE** is the 911 service provider.

3.4.6 Where **SBC-13STATE** manages the DBMS, **SBC-13STATE** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4. CLEC RESPONSIBILITIES

4.1 Call Routing

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

4.1.2 CLEC will forward the ANI information of the party calling 911 to the **SBC-13STATE** 911 Selective Router.

4.2 Facilities and Trunking

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

4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each **SBC-13STATE** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.4 In **SBC MIDWEST REGION 5-STATE** only, the CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

4.2.5 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the **SBC-13STATE** SR.

4.2.6 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated **SBC-13STATE** 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.

4.2.7 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the **SBC-13STATE** 911 SR.

4.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

4.2.9 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from **SBC-13STATE**.

4.2.10 CLEC will cooperate with **SBC-13STATE** to promptly test all 911 trunks and facilities between CLEC's network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). **SBC-13STATE** will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising **SBC-13STATE** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to CLEC if no defect is found in **SBC-13STATE**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

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

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

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

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

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

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

4.4 Other

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

5. RESPONSIBILITIES OF BOTH PARTIES

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

6. METHODS AND PRACTICES

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

6.2 **SBC-13STATE** will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to **SBC-13STATE**'s Selective Routing. **SBC-13STATE** will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **SBC-13STATE** and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to **SBC-13STATE** not later than forty-five (45) days prior to the passing of live traffic. **SBC-13STATE** shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.

7.3 CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located CLEC shall provide documentation of all requisite approval(s) to **SBC-13STATE** prior to use of CLEC's E911 connection for actual emergency calls.

7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.

7.5 In **SBC-2STATE**, and **SBC MIDWEST REGION 5-STATE**; the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

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

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

9. LIABILITY

9.1 **SBC-13STATE**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **SBC-13STATE** shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **SBC-13STATE** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

9.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to **SBC-13STATE**, CLEC shall not be liable to **SBC-13STATE**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **SBC-13STATE** until service is restored.

9.3 CLEC agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss arising out of **SBC-13STATE**'s provision of E911 Service hereunder or out of CLEC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

9.4 CLEC also agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

10. MUTUALITY

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

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX OSS - RESALE & UNE

TABLE OF CONTENTS

1. INTRODUCTION 3
2. DEFINITIONS 5
3. GENERAL CONDITIONS 5
4. PRE-ORDERING 7
5. ORDERING/PROVISIONING 10
6. MAINTENANCE/REPAIR 12
7. BILLING 13
8. REMOTE ACCESS FACILITY 14
9. DATA CONNECTION SECURITY REQUIREMENTS 15
10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/MAINTENANCE INTERFACES 18
11. OSS TRAINING COURSES 18
12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY 19
13. MISCELLANEOUS CHARGES 19
14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS 20
15. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 21

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 SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC/AMERITECH POR for Uniform and Enhanced OSS (Uniform POR) as approved by FCC on September 22, 2000.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which 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, SBC NEVADA Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, SBC CALIFORNIA Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE** **-** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE** **-** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE** **-** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC SNET**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, SBC NEVADA, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS** **-** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.25 **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 **SBC-12STATE**; (ii) Local Exchange Carrier Center (LECC) for **SBC SNET**.

2.2 **"LOC"** means (i) the Local Operations Center (LOC) for **SBC-8STATE**; and (ii) the Customer Response Unit (CRU) for **SBC MIDWEST REGION 5-STATE**.

2.3 **"Service Bureau Provider"** - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing **SBC-13STATE**'s OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

3. GENERAL CONDITIONS

3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and **SBC-13STATE** shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically. Provided however, in **SBC SOUTHWEST REGION 5-STATE** where a flat rate monthly OSS access and connectivity charge exists, a CLEC who has been using OSS electronic interfaces and decides to revert to manual for all purposes, to avoid such flat rate OSS system access and connectivity charges, may do so upon written notice to their Local Account Manager , or when CLEC elects to remain manual and not to use OSS in order to avoid **SBC SOUTHWEST REGION 5-STATE**'s flat rate monthly OSS charges.

3.2 Proper Use of OSS interfaces:

3.2.1 For **SBC-13STATE**, CLEC agrees to utilize **SBC-13STATE** electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through **SBC-13STATE**. In addition, CLEC agrees that such use will comply with **SBC-13STATE**'s Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies **SBC-13STATE** against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of **SBC-13STATE**'s OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay **SBC-13STATE** for any and all damages caused by such unauthorized entry.

3.3 Within **SBC-13STATE** regions, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.

3.3.1 In **SBC-13STATE** regions, CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.3.2 This section applies to **SBC CALIFORNIA** ONLY. For consumer End Users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of **SBC CALIFORNIA**, 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 **SBC CALIFORNIA** against any claim made by a consumer End User or governmental entity against **SBC CALIFORNIA** or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this section.

3.3.3 Throughout **SBC-13STATE** region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. CLEC is also responsible for all actions of its employees using any of **SBC-13STATE**'s OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by **SBC-13STATE** caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **SBC-13STATE** to CLEC. In addition, CLEC agrees to indemnify and hold **SBC-13STATE** harmless against any claim made by an End User of CLEC or other third parties against **SBC-13STATE** caused by or related to CLEC's use of any **SBC-13STATE** OSS.

3.5 In the event **SBC-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-owned ILEC in whose territory CLEC is doing business 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 the Notice of Misuse, which shall be provided to **SBC-13STATE** within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

3.6 In the event CLEC does not agree that the CLEC's use of **SBC-13STATE** OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:

3.6.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by **SBC-13STATE** to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.

3.6.2 To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.

3.7 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, **SBC-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 the allegation of misuse as set forth in the Notice of Misuse. **SBC-13STATE** shall give ten (10) calendar days advance written notice of its intent to audit CLEC ("Audit Notice") under

this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide **SBC-13STATE** with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at **SBC-13STATE**'s expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. **SBC-13STATE** agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within **SBC-13STATE**.

3.8 When Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, **SBC-13STATE** and CLEC will use manual processes. Should **SBC-13STATE** develop electronic interfaces for these functions for itself, **SBC-13STATE** will make electronic access available to CLEC within the specific operating region.

3.9 The Information Services (I.S.) Call Center for the **SBC-13STATE** region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.

3.10 The Parties will follow the final adopted guidelines of "SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.

3.11 **SBC-13STATE** will and CLEC may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that **SBC-13STATE** may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and **SBC-13STATE** are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, **SBC-13STATE** has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

3.12 Due to enhancements and on-going development of access to **SBC-13STATE**'s OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. **SBC-13STATE** shall provide proper notice of interface phase-out as required by the Change Management process.

3.13 CLEC is responsible for obtaining operating system software and hardware to access **SBC-13STATE** OSS functions. All hardware and software requirements are specified in: "CLEC Hardware/Software Requirements for Access of SBC Uniform OSS Applications", or any other documents or interface requirements subsequently generated by **SBC-13STATE** for any of its regions.

4. PRE-ORDERING

4.1 **SBC-13STATE** will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real

time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.

4.2 **Pre-Ordering functions for Resale Services and UNEs include**

4.2.1 Feature/Service Availability

Feature Inquiry provides **SBC-13STATE** with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

4.2.1.2 PIC/LPIC Inquiry provides **SBC-13STATE** Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

4.2.2 Customer Service Information - CSI Inquiry

Access to **SBC-13STATE** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

4.2.3 Telephone Number Inquiry

SBC-13STATE provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform Pre-Order Interfaces, **SBC MIDWEST REGION 5-STATE** also provides a Telephone Number Confirmation Inquiry function.

4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

SBC-13STATE provides address validation function.

4.3 **The following are Pre-Order functions specific to UNEs**

4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry

SBC-13STATE provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

4.3.2 Common Language Location Indicator (CLLI) Inquiry

SBC-13STATE provides CLLI code inquiry function.

4.3.3 Connecting Facility Assignment (CFA) Inquiry

SBC-13STATE provides a CFA inquiry function.

4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry

SBC-13STATE provides a NC/NCI inquiry function.

4.4 Electronic Access to Pre-Order Functions

4.4.1 Resale and UNE Pre-order Interface Availability

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in **SBC-13STATE** to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by **SBC-13STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.

4.4.1.3 DataGate is a transaction-based data query system through which **SBC-7STATE** provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once CLEC has developed its own interface, allow CLEC to access the pre-order functions for Resale services and UNE. DataGate follows industry guidelines, but is based on **SBC-7STATE**'s proprietary pre-ordering functionality.

4.4.1.4 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides CLEC access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** consumer Resale services.

4.4.1.5 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides CLEC access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** business Resale services.

4.4.1.6 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order **SBC CALIFORNIA** Resale service.

4.4.1.7 **Intentionally left blank**

4.4.1.8 **SBC SNET** provides CLEC access to the following Resale preorder applications through its proprietary (GUI) Graphical User Interface called W-CIWin. This platform of preorder applications, currently grandfathered per CMP, is being retired via CMP, in March 2004. W-CIWin has been replaced with the Uniform GUI – Enhanced Verigate.

4.4.1.8.1 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications. This application, currently grandfathered per CMP, until its retirement is being retired in March 2004 and has been replaced with the Uniform GUI – Web-based Toolbar.

4.4.1.9 **SBC SNET** also provides the following preorder functionality (SAG and CSI Inquiry,) via Custom CCTOOLS. This application, currently grandfathered per CMP, is being retired in March 2004 and has been replaced with the Uniform GUI - Enhanced Verigate.

4.5 **Other Pre-order Function Availability**

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, **SBC-13STATE** will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect: Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)
Feature/Service Availability by Switch
Directory Names
Class of Service Codes
USOC (Universal Service Order Codes)
Community Names
Yellow Page Headings
PIC/LPIC (InterLATA/IntraLATA)

5. ORDERING/PROVISIONING

5.1 **SBC-13STATE** provides access to ordering functions (as measured from the time **SBC-13STATE** receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes **SBC-13STATE** to provision in accordance with applicable **SBC-13STATE** ordering requirements. **SBC-13STATE** will provide CLEC access to one or more of the following systems or interfaces:

5.2 **Service Order Request System Availability**

5.2.1 **SBC-13STATE** makes available to CLEC an Electronic Data Interchange (EDI) application to application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with **SBC-13STATE** Local Service Order Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale Services or UNEs, CLEC and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Resale Service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 For **SBC-13STATE**, web-based LEX is the new 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

5.2.3 For **SBC SOUTHWEST REGION 5-STATE** region, C-EASE is available for the ordering of consumer Resale services.

5.2.4 For **SBC SOUTHWEST REGION 5-STATE** region, B-EASE is available for the ordering of business Resale services.

5.2.5 For **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** regions, SORD interface provides CLECs with the ability to create Resale and UNE orders as well as certain complex Resale and UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX).

5.2.5.1 For **SBC SOUTHWEST REGION 5-STATE** region, SORD interface supports CLEC initiated modification of service orders submitted electronically by CLEC via the following **SBC SOUTHWEST REGION 5-STATE** OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). CLEC should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, CLEC should not use SORD to modify orders submitted manually to the LSC. The Parties agree that the following conditions are applicable to EASE and SORD generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders and/or modify EASE generated orders, then CLEC becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. CLEC may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see section 5.3.3.

5.2.5.2 In **SBC CALIFORNIA** region, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. With CLEC being the point of contact for their customer, the CLEC agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see section 5.3.3.

5.2.6 In **SBC SNET**, Resale ordering is supported by W-CIWin (**SBC SNET**'s proprietary GUI interface). This platform of ordering applications, currently grandfathered per CMP, is being retired in March 2004, and has been replaced with the Uniform GUI – Web-based LEX.

5.2.6.1 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services. This application, currently grandfathered per CMP, is being retired in March 2004. This ordering function has been replaced with the Uniform GUI Interface – Web-based LEX.

5.2.7 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and **SBC-13STATE** will utilize industry ASR guidelines developed by OBF based upon **SBC-13STATE** ordering requirements.

5.3 Provisioning for Resale Services and UNE in SBC-13STATE

SBC-13STATE will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 For **SBC-13STATE**, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, in **SBC SOUTHWEST REGION 5-STATE** pending orders can be viewed in SORD.

5.3.2 For EDI ordering, **SBC-13STATE** will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

5.3.3 For **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** regions, as detailed in section 5.2.3, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;

5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

5.3.3.3 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 5.3.3.

5.3.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for an **SBC-13STATE** issued FOC.

6. MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

6.1.1 In **SBC-13STATE**, Electronic Bonding for Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13 state uniform GUI interface that allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.2 In **SBC-13STATE**, Electronic Bonding Trouble Administration (EBTA) is the 13 state uniform application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and **SBC-13STATE**. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and **SBC-13STATE** will exchange requests over a mutually agreeable X.25-based network.

6.1.3 In **SBC-7STATE**, Trouble Administration (TA) system access provides CLEC with **SBC-7STATE** software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC End-Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via **SBC-7STATE** Classic Toolbar.

6.1.4 In **SBC SNET** for Resale products and services, trouble history and trouble status functions are available via CCTOOLS. This application, currently grandfathered per CMP, is being retired via CMP in Sept 2003 and has been replaced with the Uniform GUI interface – EBTA-GUI.

7. BILLING

7.1 **SBC-13STATE** will bill CLEC for Resold services and UNEs. **SBC-13STATE** will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum **SBC-13STATE** will provide CLEC billing information in a paper format, or via 18-track magnetic tape, as agreed to between CLEC and **SBC-13STATE**. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

7.2.1 In **SBC-13STATE**, CLEC may receive a mechanized bill format via the EDI 811 transaction set.

7.2.2 For Resale Services in **SBC SOUTHWEST REGION 5-STATE**, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, **SBC SOUTHWEST REGION 5-STATE**'s Local Exchange Tariff.

7.2.3 For Resale Services in **SBC CALIFORNIA**, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.

7.2.4 For Resale Services in **SBC MIDWEST REGION 5-STATE**, CLEC may elect to receive its bill on CD.

7.2.5 For Resale Services in **SBC SOUTHWEST REGION 5-STATE**, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC SOUTHWEST REGION 5-STATE** Classic Toolbar.

7.2.6 In **SBC-13STATE**, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.

7.2.7 **SBC-13STATE** will provide Loss Notifications. This notification alerts CLECs that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, WebLEX. The current loss notification processes via CARE record format and the "Local Disconnect Report", where applicable in the **SBC-8STATE** region, will remain in effect until full implementation and testing of the new Loss Notification processes is completed.

7.2.8 In **SBC SNET**, CLEC may receive a Billing Detail File on 18-track magnetic tape.

7.2.9 In **SBC MIDWEST REGION 5-STATE**, CLEC may receive a mechanized bill for Resale Services via the **SBC MIDWEST REGION 5-STATE** Electronic Billing System (AEBS) transaction set.

7.3 Electronic access to billing information for UNE will also be available via the following interfaces:

7.3.1 **SBC-13STATE** makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.

7.3.2 In **SBC SOUTHWEST REGION 5-STATE**, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC SOUTHWEST REGION 5-STATE** Classic Toolbar.

7.3.3 In **SBC-13STATE**, CLECs will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.

7.3.4 **SBC-13STATE**, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For UNEs this loss notification indicates when CLEC's End Users, utilizing **SBC-13STATE** ports, change their Competitive Local Exchange Carrier. The current loss notification processes via CARE record format (in the **SBC-8STATE** region) will remain in effect until full implementation and testing of the new Loss Notification processes is completed.

8. REMOTE ACCESS FACILITY

8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the **SBC SOUTHWEST REGION 5-STATE** region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the **SBC-2STATE** region. The ARAF, located in Chicago, IL, serves **SBC MIDWEST REGION 5-STATE** and the SRAF in New Haven, CT, handles the **SBC SNET** region. Each of these four xRAFs will provide CLECs dedicated access to the uniform application to application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access **SBC-13STATE** OSS interfaces to perform the supported functions in any **SBC-13STATE** where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.

8.2 For **SBC-13STATE**, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the **SBC SOUTHWEST REGION 5-STATE** LRAF, **SBC CALIFORNIA** PRAF, **SBC MIDWEST REGION 5-STATE** ARAF, and **SBC SNET** SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to **SBC-13STATE** OSS via the public internet.

8.3 For **SBC-13STATE**, CLEC shall use TCP/IP to access **SBC-13STATE** OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user-id / password unique to each individual for accessing a **SBC-13STATE** OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

8.4 For **SBC-13STATE**, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

9.1 CLEC agrees that interconnection of CLEC data facilities with **SBC-13STATE** data facilities for access to OSS will be in compliance with **SBC-13STATE**'s "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

9.2 **Joint Security Requirements**

9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).

9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

9.2.3 CLEC shall immediately notify the ISCC when a employee userid is no longer valid (e.g. employee termination or movement to another department).

9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or **SBC-13STATE** network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 **Additional Responsibilities of Both Parties**

9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on **SBC-13STATE**'s premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or **SBC-13STATE**, as appropriate to the ownership of a failed component. As necessary, CLEC and **SBC-13STATE** will work together to resolve problems where the responsibility of either Party is not easily identified.

9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel

9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or **SBC-13STATE**, respectively, as the providers of the computer, network or information in question.

9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 General Policies

9.5.1 Each Party's resources are for approved business purposes only.

9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 **User Identification**

9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.

9.6.3 User ids will be revalidated on a monthly basis.

9.7 **User Authentication**

9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 **Access and Session Control**

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 **User Authorization**

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

9.10 **Software and Data Integrity**

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 **Monitoring and Audit**

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (**SBC-13STATE** or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

11. OSS TRAINING COURSES

11.1 Prior to live system usage, CLEC must complete user education classes for **SBC-13STATE**-provided interfaces that affect the **SBC-13STATE** network. Course descriptions for all available classes by region

are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	$4,050	$3,650	$3,240	$2,835	$2,430	$2,025	$1,620	$1,215	$810	$405
6 students	$4,860	$4,380	$3,890	$3,402	$2,915	$2,430	$1,945	$1,455	$970	$490
7 students	$5,670	$5,100	$4,535	$3,969	$3,400	$2,835	$2,270	$1,705	$1,135	$570
8 students	$6,480	$5,830	$5,185	$4,536	$3,890	$3,240	$2,590	$1,950	$1,300	$650
9 students	$7,290	$6,570	$5,830	$5,103	$4,375	$3,645	$2,915	$2,190	$1,460	$730
10 students	$8,100	$7,300	$6,480	$5,670	$4,860	$4,050	$3,240	$2,430	$1,620	$810
11 students	$8,910	$8,030	$7,130	$6,237	$5,345	$4,455	$3,565	$2,670	$1,780	$890
12 students	$9,720	$8,760	$7,780	$6,804	$5,830	$4,860	$3,890	$2,920	$1,945	$970

11.2 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by **SBC-13STATE** and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

11.3 Class dates will be based upon **SBC-13STATE** availability and will be coordinated among CLEC, the CLEC's **SBC-13STATE** Account Manager, and **SBC-13STATE** Industry Markets CLEC Training Product Management.

11.4 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to **SBC-13STATE** completed registration forms for each student no later than one week prior to the scheduled training class.

11.5 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other **SBC-13STATE** system are strictly prohibited.

11.6 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of **SBC-13STATE**'s OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

12.1 To the extent **SBC-13STATE** seeks to recover costs associated with OSS System Access and Connectivity, **SBC-13STATE** shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

13. MISCELLANEOUS CHARGES

13.1 For **SBC SOUTHWEST REGION 5-STATE** region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.

13.2 For **SBC-7STATE**, CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.7 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.

13.3 For **SBC-7STATE**, CLEC requesting the Local Disconnect Report, as described in 7.2.8 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.

13.4 For **SBC-13STATE**, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by **SBC-13STATE** on an Individual Case Basis (ICB) and priced as such.

13.5 **SBC SNET** will charge for the Billing Detail File, Daily Usage Extract, and Loss Notification File at rates filed and approved by DPUC.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

14.1 **SBC-13STATE** shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:

14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access **SBC-13STATE** OSS via a Service Bureau Provider as follows:

14.2.1 CLEC shall be permitted to access **SBC-13STATE** application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with **SBC-13STATE** to Allow Service Bureau Provider to establish access to and use of **SBC-13STATE**'s OSS.

14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.

14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. **SBC-13STATE** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, **SBC-13STATE** shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

14.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, **SBC-13STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-13STATE**'s control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to **SBC-13STATE**'s OSS) which could not be avoided by **SBC-13STATE** through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

15. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

NEGOTIATED APPENDIX INTERCARRIER COMPENSATION (AFTER FCC ORDER NO. 01-131, AGREEING TO EXCHANGE ONLY ISP-BOUND TRAFFIC AT THE FCC RATES IN CERTAIN STATES, WHERE APPLICABLE)

TABLE OF CONTENTS

1. SCOPE OF APPENDIX 3
2. ILEC DESIGNATIONS 4
3. CLASSIFICATION OF TRAFFIC 6
4. RESPONSIBILITIES OF THE PARTIES 7
5. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(B)(5) TRAFFIC 7
6. RATES, TERMS AND CONDITIONS OF FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN 9
7. OTHER TELECOMMUNICATIONS TRAFFIC 10
8. OPTIONAL CALLING AREA TRAFFIC – SBC ARKANSAS, SBC KANSAS, AND SBC TEXAS 11
9. MCA TRAFFIC -- SBC MISSOURI 12
10. PRIMARY TOLL CARRIER ARRANGEMENTS 12
11. INTRALATA 800 TRAFFIC 12
12. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION 13
13. COMPENSATION FOR ORIGINATION AND TERMINATION OF INTERLATA TRAFFIC NOT SUBJECT TO MEET POINT BILLING 14
14. INTRALATA TOLL TRAFFIC COMPENSATION 14
15. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(B)(5), OPTIONAL EAS ISP-BOUND AND INTRALATA TOLL TRAFFIC 14
16. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS 15
17. CIRCUIT SWITCHED TRAFFIC 16
18. IP TRAFFIC 17
19. ADDITIONAL TERMS AND CONDITIONS 17

APPENDIX INTERCARRIER COMPENSATION

This Appendix provides for Reciprocal Compensation rates, terms, and conditions for all intercarrier telecommunications traffic exchanged pursuant to the underlying Interconnection Agreement ("Agreement") between Pacific Centrex Services, Inc. as a Competitive Local Exchange Carrier in this state (hereafter, "CLEC") and one of the following SBC Communications Inc.-owned Incumbent Local Exchange Carriers (hereafter, "ILEC"): **Illinois Bell Telephone 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 (a California corporation), The Southern New England Telephone Company (a Connecticut corporation), 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** (but only to the extent that the agent for the applicable SBC-owned ILEC executed the underlying Agreement for such SBC-owned ILEC). The Parties hereby agree as follows:

WHEREAS, CLEC obtained the underlying Agreement by requesting adoption of an existing Agreement with ILEC pursuant to Section 252(i) of the Federal Telecommunications Act of 1996 (known as the "Most Favored Nations" or "MFN" provision of the Act); and

WHEREAS, on April 18, 2001, the Federal Communications Commission (FCC) adopted its "Order on Remand and Report and Order" in its Intercarrier Compensation proceeding regarding traffic to Internet Service Providers (ISPs) (hereafter, the "ISP Intercarrier Compensation Order");[1] and

WHEREAS, the FCC in that Order suspended MFN requests affecting ISP and other Internet-bound traffic, stating in pertinent part:

> *Because we now exercise our authority under section 201 to determine the appropriate intercarrier compensation for ISP-bound traffic, however, state commissions will no longer have authority to address this issue. For this same reason, as of the date this Order is published in the Federal Register, carriers may no longer invoke section 252(i) to opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic[footnote omitted]. Section 252(i) applies only to agreements arbitrated or approved by state commissions pursuant to section 252; it has no application in the context of an intercarrier compensation regime set by this [Federal Communications] Commission pursuant to section 201 [footnote omitted].2*

AND, WHEREAS the rates, terms and conditions for ISP traffic are legitimately-related to all other rates, terms and conditions for intercarrier compensation under the Agreement and have been negotiated in their entirety in this Appendix.

NOW, THEREFORE, ILEC and CLEC agree to the following rates, terms and conditions for all intercarrier traffic, including ISP and Internet-bound traffic, for the duration of the underlying Agreement, intending this document to be executed, filed, and approved as a negotiated Appendix separate from the underlying MFN Agreement.

1. SCOPE OF APPENDIX

1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic between the applicable SBC Communications Inc (SBC) owned Incumbent Local Exchange Carrier and CLEC, but only to the extent they are interconnected and exchanging calls pursuant

[1] *In the Matter of Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic;* CC Docket Nos. 96-98 and 99-68; FCC Order No. 01-131 (released April 27, 2001).

[2] ISP Intercarrier Compensation Order, para 82 (emphasis added).

to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in the applicable state(s).

1.2 The provisions of this Appendix apply to telecommunications traffic originated from a facilities based carrier and/or a carrier providing telecommunications services utilizing Lawful Unbundled Network Elements.

1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service. **SBC-13STATE** will compensate the terminating carrier in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic") and IntraLATA Toll Traffic that originates from an end user that is served by a carrier providing telecommunications services utilizing **SBC-13STATE's** Resale Service.

1.4 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

2. ILEC DESIGNATIONS

2.1 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company 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.

2.2 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

2.3 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri and SBC Oklahoma, the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

2.4 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

2.5 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA,** and **S BC CONNECTICUT**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

2.6 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE**, the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

2.7 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.8 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.9 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

2.10 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

2.11 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

2.12 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

2.13 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

2.14 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

2.15 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

2.16 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

2.17 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

2.18 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

2.19 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

2.20 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.

2.21 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2.22 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

2.23 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

3. CLASSIFICATION OF TRAFFIC

3.1 For purposes of compensation under this Agreement the telecommunications traffic exchanged between CLEC and **SBC-13STATE** will be classified as either Section 251(b)(5) Traffic, FX Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic"), IntraLATA Toll Traffic, or InterLATA Toll Traffic, Meet Point Billing or FGA Traffic.

3.2 Section 251(b)(5) Traffic shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User 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 that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

3.3 In accordance with the FCC's Order on Remand and 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 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and **SBC-13STATE** in which the originating End User of one Party and the ISP served by the other Party are:

a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC's 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 that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

In states in which **SBC-13STATE** has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 6.6 of this Appendix.

3.4 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.

3.5 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs. In **SBC CONNECTICUT**, when CLEC utilizes **SBC CONNECTICUT's** Lawful Unbundled Local Switching to provide service to its end users, all Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic originated by CLEC's end users are not subject to intercarrier compensation as addressed in Section 5.6.4 below.

3.6 The Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).

4. RESPONSIBILITIES OF THE PARTIES

4.1 Each Party to this Agreement will be responsible for sending the Calling Party Number (CPN) for calls originating on its network and passed to the network of the other Party. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party.

4.2 For all traffic originated on a Party's network including, without limitation, Interexchange Circuit-Switched Traffic, IP Traffic and wireless traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 2.5. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. CPN shall, at a minimum, include information that accurately reflects the physical location of the end user that originated and/or dialed the call, when including such information is technically feasible. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

4.4 For traffic which is delivered by one Party to be terminated on the other Party's network, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed as Intrastate IntraLATA Toll Traffic.

5. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC

Until and unless **SBC-13STATE** chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic in a particular state on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in Sections 5.2 through 5.6 will also apply to all Section 251(b)(5) Traffic in Section 3.2 of this Appendix and ISP-Bound Traffic as defined in Section 3.3 of this Appendix in that particular state. At such time as the ILEC chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic in a particular state on and after a designated date pursuant to the terms and conditions of the FCC's interim terminating compensation plan, the compensation set forth below in Sections 5.2 through 5.6 will apply only to Section 251(b)(5) Traffic in that state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. The Parties acknowledge that **SBC INDIANA**, **SBC OHIO**, **SBC TEXAS**, **SBC WISCONSIN**, **SBC ARKANSAS**, **SBC MICHIGAN**, **SBC CALIFORNIA** and **SBC ILLINOIS** each have made such offer in its respective state of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003, (ii) Arkansas and Michigan effective on and after July 6, 2003, California effective on and after August 1, 2003, and (iv) Illinois effective on and after September 1, 2003; therefore, the compensation set forth in Sections 5.2 through 5.6 below will apply only to Section 251(b)(5) Traffic in Indiana, Ohio, Texas, Wisconsin, Arkansas, Michigan, California, Illinois and such other state in which **SBC-13STATE** makes an offer on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state.

5.1 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Section 251(b)(5) Traffic and ISP-Bound Traffic (if applicable in accordance with Section 5.0), on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing:

5.2 Tandem Serving Rate Elements:

5.2.1 Tandem Switching - compensation for the use of tandem switching only.

5.2.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

5.2.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

5.3 End Office Serving Rate Elements:

5.3.1 End Office Switching - compensation for the local end office switching and line termination 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.

5.4 CLEC shall only be paid End Office Serving Rate Elements.

5.5 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.

5.6 Intercarrier Compensation for Lawful Unbundled Local Switching (ULS) Traffic

5.6.1 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between **SBC MIDWEST REGION 5-STATE** end users and CLEC's end users where CLEC utilizes **SBC MIDWEST REGION 5-STATE**'s Lawful ULS (including UST), such traffic shall be paid for reciprocally at the Lawful ULS Reciprocal Compensation rate contained in Appendix Pricing. For the states of Wisconsin, Michigan and Illinois, the Lawful ULS Reciprocal Compensation rate is the same as the End Office Switching rate found in the Reciprocal Compensation section of Appendix Pricing.

5.6.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between **SBC CALIFORNIA**, **SBC NEVADA** and **SBC SOUTHWEST REGION 5-STATE** end users and CLEC's end users where CLEC utilizes Lawful ULS (including UST) of **SBC CALIFORNIA**, **SBC NEVADA** or **SBC SOUTHWEST REGION 5-STATE**, such traffic shall be paid for reciprocally at the End Office Switching compensation rate contained in the Reciprocal Compensation section of Appendix Pricing.

5.6.3 For the purposes of compensation where CLEC utilizes **SBC-12STATE's** Lawful ULS (including UST), CLEC has the sole obligation to enter into a compensation agreement with third party carriers that CLEC originates traffic to and terminates traffic from, including traffic carried by Shared Transport Facilities and traffic carried on the IntraLATA Transmission Capabilities. In no event will **SBC-12STATE** have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless **SBC-12STATE** against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. **SBC-12STATE** will not be required to function as a billing intermediary, e.g., clearinghouse. **SBC-12STATE** may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

5.6.4 In **SBC CONNECTICUT**, when CLEC utilizes **SBC CONNECTICUT's** Lawful Unbundled Local Switching to provide service to its end users, **SBC CONNECTICUT** will be solely responsible for compensating the terminating third party carrier for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from CLEC's end users. CLEC utilizing Lawful Unbundled Local Switching can not seek intercarrier compensation from **SBC CONNECTICUT** for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from either an **SBC CONNECTICUT** end user or a third party carrier's end user.

6. RATES, TERMS AND CONDITIONS OF FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN

6.1 The Parties hereby agree that the following rates, terms and conditions set forth in Sections 6.2 through 6.6 shall apply to the termination of all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) **SBC-13STATE** has made an offer as described in Section 5 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state and that and all ISP-Bound Traffic is subject to the growth caps and new market restrictions stated in Sections 6.3 and 6.4, below.

6.2 Intercarrier Compensation for ISP-Bound Traffic

6.2.1 The rates, terms, conditions in Sections 6.2 through 6.6 apply only to the termination of all ISP-Bound Traffic as defined in Section 3.3 and is subject to the growth caps and new market restrictions stated in Sections 6.3 and 6.4 below.

6.2.2 The Parties agree to compensate each other for the transport and termination of all ISP-Bound Traffic on a minute of use basis, at $.0007 per minute of use.

6.2.3 Payment of Intercarrier Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

6.3 ISP-Bound Traffic Growth Cap

6.3.1 On a calendar year basis, as set forth below, the Parties agree to cap overall ISP-Bound Traffic minutes of use based upon the 1st Quarter 2001 ISP minutes for which the CLEC was entitled to compensation under its Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule:

Calendar Year 2001	1st Quarter 2001 compensable ISP-Bound Traffic minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-Bound Traffic minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-Bound Traffic minutes
Calendar Year 2004 and thereafter	Year 2002 compensable ISP-Bound Traffic minutes

6.3.2 Notwithstanding anything contrary herein, in Calendar Year 2004, the Parties agree that ISP-Bound Traffic exchanged between the Parties during the entire period from January 1, 2004 until December 31, 2004 shall be counted towards determining whether CLEC has exceeded the growth caps for Calendar Year 2004.

6.3.3 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 party's network.

6.4 Bill and Keep for ISP-Bound Traffic in New Markets

6.4.1 In the event the Parties have not previously exchanged ISP-Bound Traffic in any one or more LATAs in a particular state prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-Bound Traffic between the Parties for the remaining term of this Agreement in any such LATAs in that state.

6.5 Growth Cap and New Market Bill and Keep Arrangements

6.5.1 Wherever Bill and Keep for ISP-Bound Traffic is the traffic termination arrangement between the Parties, both Parties shall segregate the Bill and Keep traffic from other compensable 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.

6.5.2 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-Bound Traffic, and does not include Optional EAS traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

6.6 ISP-Bound Traffic Rebuttable Presumption

6.6.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation and growth cap terms in this Section 6.3. Either Party has the right to rebut the 3:1 ISP-Bound Traffic 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, the Parties will remain obligated to pay the presumptive rates (the rates set forth in Section 5 for traffic below a 3:1 ratio, the rates set forth in Section 6.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

6.7 For purposes of this Section 6, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 15.0 below. The Party that transport and terminates more "Billable Traffic" ("Out-of-Balance Carrier") will, on a monthly basis, calculate (i) the amount of such traffic to be compensated at the FCC's interim ISP terminating compensation rate set forth in Section 6.2.2 above and (ii) the amount of such traffic subject to bill and keep in accordance with Sections 6.3, 6.4 and 6.5 above. The Out-of-Balance Carrier will invoice on a monthly basis the other Party in accordance with the provisions in this Agreement and the FCC's interim ISP terminating compensation plan.

7. OTHER TELECOMMUNICATIONS TRAFFIC

7.1 The compensation arrangements set forth in Sections 5 and 6 of this Appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, (iii) Exchange Services for access or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange

Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

7.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers" (also known as "NPA-NXX" codes) shall be those telephone numbers with different rating and routing points relative to a given mandatory local calling area. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation), or if jointly provisioned FGA service, subject to the terms and conditions of Appendix FGA.

7.2.1 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement.

7.2.2 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement.

7.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

7.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 3.3) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 5 and 6 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- FX Traffic
- Optional EAS Traffic
- IntraLATA Interexchange Traffic
- InterLATA Interexchange Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

7.5 The Parties agree that, for the purposes of this Appendix, either Parties' End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 5 and 6 above do not apply. The Agreement's rates, terms and conditions for FX Traffic, Optional EAS Traffic, 8YY Traffic, Feature Group A Traffic, Feature Group D Traffic, IntraLATA Traffic and/or InterLATA Traffic, whichever is applicable, shall apply.

8. OPTIONAL CALLING AREA TRAFFIC – SBC ARKANSAS, SBC KANSAS, AND SBC TEXAS

8.1 Compensation for Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area except mandatory extended traffic as addressed in Sections 3.2 and 3.3 above. The transport and termination rate applies when **SBC ARKANSAS**, **SBC KANSAS** or **SBC TEXAS** transports traffic and terminates it at its own switch.

8.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and **SBC ARKANSAS, SBC KANSAS**, and **SBC TEXAS** are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.

8.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

9. MCA TRAFFIC -- SBC MISSOURI

9.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.

9.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.

9.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call.

9.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (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.

9.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by **SBC SOUTHWEST REGION 5-STATE**.

10. PRIMARY TOLL CARRIER ARRANGEMENTS

10.1 In those **SBC-13STATE**s where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where **SBC-13STATE** is the PTC, **SBC-13STATE** shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, **SBC-13STATE** shall reimburse the terminating carrier at **SBC-13STATE**'s applicable tariffed terminating switched access rates

11. INTRALATA 800 TRAFFIC

11.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User

billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

11.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

12. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION

12.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.

12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.

12.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.

12.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

12.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

12.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

12.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.

12.8 **SBC-13STATE** and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.

12.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13. COMPENSATION FOR ORIGINATION AND TERMINATION OF INTERLATA TRAFFIC NOT SUBJECT TO MEET POINT BILLING

13.1 Where a CLEC originates or terminates its own end user InterLATA Traffic not subject to Meet Point Billing, the CLEC must purchase FGD access service from **SBC-13STATE's** state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.

14. INTRALATA TOLL TRAFFIC COMPENSATION

14.1 For intrastate intraLATA toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an **SBC-13STATE's** tariff in whose exchange area the End User is located.

14.2 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 **SBC-13STATE's** tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

15. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(b)(5), OPTIONAL EAS, ISP-BOUND AND INTRALATA TOLL TRAFFIC

15.1 In **SBC-13STATE**, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within terminating carrier's network for 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.

15.1.1 Where a terminating CLEC is not technically capable of billing the originating carrier through the use of terminating records, **SBC-13STATE** will provide the appropriate category of originating records to CLEC for the purposes of billing intercarrier compensation.

15.1.2 The decision by the CLEC to utilize terminating recordings does not in any way relieve the obligation of the CLEC to exchange the appropriate category of records with other LECs.

15.2 In states in which **SBC-13STATE** has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 6.6 of this Appendix.

15.3 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

15.4 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

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"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). The Parties agree that by executing this Appendix and carrying out the intercarrier compensation terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order or any other regulatory, legislative or judicial action, including, but not limited to, the right to elect to invoke (to the extent the ILEC has not already elected to offer to exchange traffic pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan as of the Effective Date of this Agreement) on a date specified by **SBC-13STATE** the FCC's interim ISP terminating compensation plan, after which date ISP-Bound traffic exchanged between the Parties will be subject to Sections 6.0 through 6.6 above.

16.2 To the extent **SBC-13STATE** has not already provided notice of its offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the terms and conditions of the FCC's interim terminating compensation plan in a particular state as of the Effective Date of this Agreement, **SBC-13STATE** agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the Interconnection Agreement of the date upon which the **SBC-13STATE** designates that the FCC's ISP terminating compensation plan shall begin in such state. Notwithstanding anything contrary in this Agreement, CLEC agrees that on the date designated by **SBC-13STATE** in a particular state, the Parties will begin paying and billing Intercarrier Compensation for ISP-Bound Traffic to each other at the rates, terms and conditions specified in Sections 6.0 through 6.6 above.

16.3 **SBC-13STATE** and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by **SBC-13STATE** in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP -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.

16.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions.

16 .6 Because of the possibilities in Section 17.5, 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.

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.

17. CIRCUIT SWITCHED TRAFFIC

17.1 For purposes of this Agreement only, Circuit-Switched Traffic is defined as any traffic that terminates on a Party's circuit switch including, without limitation, traffic routed or transported in whole or in part using Internet Protocol. Notwithstanding anything to the contrary in this Agreement, excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC's tariffs, all other Circuit-Switched Traffic, as defined above, that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange ("Interexchange Circuit-Switched Traffic") shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Interexchange Circuit-Switched Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,
(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
(iii) Interexchange Circuit Switched Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
(iv) Interexchange Circuit Switched Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

17.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Interexchange Circuit-Switched Traffic as described in Section 1.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Interexchange Circuit-Switched Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Interexchange Circuit-Switched Traffic as described in Section 1.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent is it not blocked.

17.3 The Parties agree that all traffic is presumed to be Circuit-Switched Traffic unless the Party delivering the traffic affirmatively demonstrates to the terminating Party by providing auditable records including, but not limited to, call detail records, that provide sufficient information that the traffic qualifies as "IP Traffic" (as defined below). Once the delivering Party affirmatively demonstrates traffic is "IP Traffic," the delivering Party shall deliver such traffic over separate and distinct Feature Group D access trunks and facilities per the other Party's tariffs until such time as an Internet Protocol access product may be purchased from the other Party's tariffs. Either Party may audit at any time the delivery of such traffic by the other Party over Feature Group D access trunks or the Internet Protocol access product (when available), whichever is applicable, to determine if it qualifies as IP Traffic (as defined below) in accordance with the audit provisions in the General Terms and Conditions of this Agreement.

18. IP TRAFFIC

18.1 For purposes of this Agreement only, "IP Traffic" is limited to traffic originated on customer premises equipment of the end user that originated and/or dialed a call in the Internet Protocol format and transmitted to the switch of a provider of voice communication applications or services when such switch utilizes Internet Protocol. The Parties have been unable to agree as to whether and under what circumstances IP Traffic should be subject to switched access charges. Without waiving any rights with respect to either Party's position, the Party delivering IP Traffic for termination ("Non-Paying Party") shall pay into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties an amount equal to the intrastate and interstate switched access charges that applies to such IP Traffic based on its jurisdictional nature. To be acceptable, the escrow account must be an interest bearing account, all charges associated with opening and maintaining the escrow account must be borne by the Non-Paying Party, all interest earned on deposits to the escrow accounts will be disbursed to the Parties in the same proportion as the principal, and disbursements from the escrow account will be limited to those authorized in writing by the Non-Paying Party or upon receipt of any effective and applicable FCC rules or order regarding compensation for IP Traffic.

.

19. ADDITIONAL TERMS AND CONDITIONS

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

19.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between **SBC-13STATE** and CLEC, but that as to the Reciprocal Compensation terms and conditions, this Appendix constitutes the entire agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on Reciprocal Compensation that are not incorporated into this Appendix.

APPENDIX OUT OF EXCHANGE TRAFFIC

TABLE OF CONTENTS

1. DEFINITIONS 3
2. INTRODUCTION 4
3. NETWORK MANAGEMENT 4
4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC 5
5. LOCAL CALLS TRAFFIC COMPENSATION 6
6. TRANSIT TRAFFIC COMPENSATION 6
7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC 7
8. MEET-POINT-BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION 7
9. INTERLATA LOCAL TRAFFIC 7
10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 8

APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.2) and InterLATA Local Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** 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 CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.6 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.7 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.8 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.9 For purposes of this Appendix only, "**Out of Exchange LEC (OE-LEC)"** means **<ACN Communication Services, Inc.>** operating within **SBC-12STATE**'s incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's local exchange area.

1.10 For purposes of this Appendix only, **"Out of Exchange Traffic"** is defined as Local Calls, ISP-bound traffic, transit traffic, or intraLATA traffic to or from a non-SBC ILEC exchange area.

2. INTRODUCTION

2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of **SBC-12STATE** incumbent local exchange areas and desires to interconnect OE-LEC's network with **SBC-12STATE**'s network(s).

2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with **SBC-12STATE** pursuant to Section 251(a) of the Act.

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

3. NETWORK MANAGEMENT

3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Local Calls, ISP-bound traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. 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.

3.2 The Parties will work cooperatively to implement this Appendix. 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.

3.3 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.

3.4 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.

3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties

3.6 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.

3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.

3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

4.1 OE-LEC represents that it operates as a CLEC within **SBC-12STATE** exchange areas and has a Point of Interconnection ("POI") located within **SBC-12STATE** exchange areas for the purpose of providing telephone exchange service and exchange access in such **SBC-12STATE** exchange areas. Based upon the foregoing, the Parties agree that **SBC-12STATE**'s originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. **SBC-12STATE** will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from **SBC-12STATE**'s end offices. When such Out of Exchange Traffic is Local Calls and ISP-bound traffic that is exchanged between the end users of OE-LEC and **SBC-12STATE**, the Parties agree to establish a Direct Final ("DF") end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an **SBC-12STATE** End Office. When such Out of Exchange Traffic is Transit Traffic as defined in the underlying Agreement, OE-LEC agrees to establish a Direct End Office Trunk group ("DEOT") to any third party carrier's end office when traffic levels exceed one DS1 (24 DS0s) to or from that end office.

4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Local Calls, ISP-bound traffic and IntraLATA traffic from OE-LEC to each **SBC-12STATE** serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.

4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.

4.4 OE-LEC shall route originating Local Calls, ISP-bound traffic, and IntraLATA Toll Calls to the serving tandem as defined by the tandem owner in the LERG.

4.5 If **SBC-12STATE** is not the serving tandem as reflected in the LERG, the OE-LEC may route Local Calls, ISP-Bound Traffic and/or IntraLATA traffic destined for End Office that subtend an **SBC-12STATE** tandem directly to the serving **SBC-12STATE** tandem or End Office, as described by Bellcore Notes On The Networks, upon mutual agreement of the Parties. Such tandem routing of other traffic types may be considered and effected upon mutual agreement of the Parties.

4.6 Except as otherwise provided in this Appendix, the Parties understand and agree that **SBC-12STATE**, upon ten (10) calendar days notice to OE-LEC, may block any traffic that is improperly routed by OE-LEC over any trunk groups to **SBC-12STATE** and/or which is routed outside of the mutual agreement of the Parties.

4.7 **SBC-12STATE** shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to **SBC-12STATE** (as reflected in the LERG). Any compensation due **SBC-12STATE** for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct **SBC-12STATE** serving tandems are reflected by **SBC-12STATE** in the LERG. This also includes traffic that is destined to End Offices that do not subtend **SBC-12STATE** tandem. **SBC-12STATE** shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting or such traffic will be blocked.

4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.

4.9 Connection of a trunk group from OE-LEC to **SBC-12STATE**'s tandem(s) will provide OE-LEC 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-12STATE** will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-**SBC-12STATE** exchange areas, in **SBC-12STATE** Tandems and End Offices in accordance with the terms and conditions of the underlying agreement.

5. LOCAL CALL COMPENSATION

5.1 The compensation arrangement for Local Call(s) exchanged between the Parties shall be as set forth in the underlying Agreement.

6. TRANSIT TRAFFIC COMPENSATION

6.1 The terms and conditions for Transit Traffic exchanged between the Parties shall be as set forth in the underlying Agreement.

6.2 In **SBC SOUTHWEST REGION 5-STATE** the transiting rate is outlined in Appendix Pricing as Transiting-Out of Region.

6.3 In the **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA** the transiting rate is outlined in Appendix Pricing as Transiting Service.

7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC

7.1 The compensation arrangement for Intrastate IntraLATATraffic exchanged between the Parties shall be as set forth in the underlying Agreement.

8. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

8.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described in the underlying Agreement.

9. INTERLATA LOCAL TRAFFIC

9.1 **SBC Region** will exchange **SBC Region** InterLATA local traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. **SBC Region** will exchange such traffic using two-way DF trunk groups (i) via a facility to OE-LEC'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 Region** exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an **SBC Region** exchange, **SBC Region** shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. **SBC Region** will not provision or be responsible for facilities located outside of **SBC Region** exchange areas

9.2 The Parties agree that the associated traffic from each **SBC-12STATE** End Office will not alternate route.

9.3 OE-LEC must provide **SBC-12STATE** a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.

9.4 Except as otherwise provided in this Appendix, the Parties understand and agree that **SBC-12STATE**, upon ten (10) calendar days notice to OE-LEC, may block any traffic that is improperly routed by OE-LEC over any trunk groups to **SBC-12STATE** and/or which is routed outside of the mutual agreement of the Parties.

9.5 **SBC-12STATE** shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to **SBC-12STATE** (as reflected in the LERG). Any compensation due **SBC-12STATE** for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct **SBC-12STATE** serving tandems are reflected by **SBC-12STATE** in the LERG. This also includes traffic that is destined to End Offices that do not subtend **SBC-12STATE** tandem. **SBC-12STATE** shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting or such traffic will be blocked.

9.6 **SBC-12STATE** will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-**SBC-12STATE** exchange areas, in **SBC-12STATE** Tandems and End Office(s) in accordance with the terms and conditions of the underlying agreement.

9.7 The compensation arrangement for InterLATA Local Traffic shall be governed by the compensation terms and conditions for Local Calls in the underlying agreement.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

POST-TRIENNIAL REVIEW
xDSL LOOPS APPENDIX

TABLE OF CONTENTS

1. INTRODUCTION 3
2. DEFINITIONS 3
3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL LOOPS 5
4. UNBUNDLED xDSL LOOP OFFERINGS 8
5. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING 9
6. PROVISIONING 10
7. ACCEPTANCE TESTING-XDSL LOOP PROVISIONING 11
8. COOPERATIVE TESTING-XDSL LOOP REPAIR AND MAINTENANCE CYCLE 12
9. MAINTENANCE/SERVICE ASSURANCE 13
10. SPECTRUM MANAGEMENT 14
11. RESERVATION OF RIGHTS/INTERVENING LAW 15
12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 16
13. PRICING 16

APPENDIX DIGITAL SUBSCRIBER LINE ("xDSL") LOOPS

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions under which **SBC-12STATE** will make available to CLEC xDSL Loops.

1.2 **SBC-12STATE** agrees to provide CLEC with access to UNEs (including the unbundled xDSL Loop offerings) in accordance with the rates, terms and conditions set forth in this xDSL Appendix for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its End-Users.

1.3 The xDSL Loop terms and conditions and associated provisions set forth in this Appendix and the applicable rates set forth in the Appendix Pricing or elsewhere in this Agreement are not applicable to **SBC SNET** in Connecticut. **SBC SNET**'s xDSL Loop and associated provisions may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.

2. DEFINITIONS

2.1 "**Acceptance Testing"** as used herein shall be defined as the joint testing performed between **SBC-12STATE**'s Technician, its Local Operations Center ("LOC"), and CLEC's designated test representative for the purpose of verifying Continuity of an xDSL Loop, as more specifically described in Section 7 below.

2.2 **"Actual Loop Length"** for purposes of this Appendix refers to the total physical length of a copper loop between the **SBC12-STATE** MDF and the terminal location serving the End-User. Any additional length attributable to central office wiring, drop wiring, bridge tap, and inside wiring ("wiring") at the End-User's location is not included in the calculation of Actual Loop Length.

2.3 **"Commission"** for purposes of this Appendix means the following, applicable State agency(ies) with regulatory authority over telecommunications: the Arkansas Public Service Commission; the Public Utilities Commission of the State of California; the Illinois Commerce Commission; the Indiana Utilities Regulatory Commission; the Kansas Corporation Commission; the Michigan Public Service Commission; the Missouri Public Service Commission; the Public Utilities Commission of Nevada; the Public Utilities Commission of Ohio; the Oklahoma Corporation Commission; the Public Utility Commission of Texas; and the Public Service Commission of Wisconsin.

2.4 **"Conditioning"** as used herein shall refer to the removal by **SBC-12STATE** of load coil(s), excessive bridged tap(s), and/or repeater(s) on a loop upon request by CLEC in order for CLEC to provide xDSL-based service over an xDSL Loop, at the conditioning rates set forth in this Agreement, and subject to the terms and conditions set forth herein below.

2.5 **"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).

2.6 "**Digital Subscriber Line" ("DSL")** as used herein describes various digital subscriber line technologies and services.

2.7 **"xDSL Subloop" or "Subloop"** for purposes of this Appendix is defined any distribution portion of a copper xDSL Loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in **SBC-12STATE**'s outside plant and

the demarcation point at an End-User premise, as more specifically addressed in the subloop provisions set forth elsewhere in this Agreement and subject to the collocation provisions applicable to this Agreement. A technically feasible point of access for purposes of an xDSL subloop is a point in the distribution portion of an xDSL Loop where an **SBC–12STATE** technician can access the copper at a terminal in **SBC-12STATE**'s outside plant. Upon request by either Party, the Parties will negotiate rates for the xDSL Subloop. CLEC shall not order xDSL Subloops under this Agreement unless and until the Parties have negotiated rates for the xDSL Subloop. In the event that there are any outstanding disputes between the Parties as to the xDSL Subloop rates which should apply under this Attachment after negotiations, any such disputes shall be resolved in accordance with the Dispute Resolution procedures set forth elsewhere in this Agreement. The subloop and collocation provisions set forth elsewhere in this Agreement (e.g., the Appendix UNE and Appendix Collocation) will also apply to the xDSL Subloop. If there is any conflict between the provisions set forth in this Appendix as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement (e.g., the Appendix UNE), shall control.

2.8 **"End-User(s)"** as used herein shall mean 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-User(s)" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

2.9 **"Excessive bridged tap"** as used herein shall refer to bridged tap in excess of 2,500 feet in total length.

2.10 **"Line Splitting"** is defined as the process in which one CLEC provides narrowband voice service and a second CLEC provides xDSL service over the same xDSL Loop to the same End-User at the same location using a CLEC-owned splitter collocated at an **SBC-12STATE** central office where the xDSL Loop terminates into a distribution frame or its equivalent, regardless of whether the CLEC provides voice service using its own switching or obtains local circuit switching from **SBC-12STATE** as a UNE.

2.11 **"[L]oop"** or **"xDSL Loop"** for purposes of this Appendix only shall refer to a 2-wire or 4-wire copper local loop transmission facility between a distribution frame (or its equivalent) in an **SBC-12STATE** central office and the loop demarcation point at an End-User premises, that may be conditioned at CLEC's request, in order for CLEC to provide xDSL-based services over such loop. References to a "loop" or "xDSL Loop" herein may also include the IDSL loop, as addressed and defined below, except as otherwise may be provided herein below.

2.12 **"Non-excessive bridged tap"** as used herein shall refer to bridged tap less than 2,500 feet in total length.

2.13 **"Non-standard xDSL-based technology"** is a loop technology that is not presumed acceptable for deployment as defined below.

2.14 "**Plan of Record" or "POR"** as used herein refers to **SBC-12STATE**'s December 7, 1999 filing with the FCC, including any subsequent modifications or additions relating to loop makeup information since this filing.

2.15 **"Presumed acceptable for deployment"** as used herein means an xDSL technology that 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.

2.16 **"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 referred to hereafter as "Proof of Continuity" or "Continuity Test."

2.17 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

2.18 **SBC CALIFORNIA** as used herein means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

2.19 **SBC ILLINOIS** as used herein means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

2.20 **SBC MIDWEST REGION 5-STATE** as used herein means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

2.21 **SBC SNET** as used herein means The Southern New England Telephone Company, the applicable SBC-owned ILEC doing business in Connecticut.

2.22 **SBC SOUTHWEST REGION 5-STATE** as used herein means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, the applicable SBC-owned ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2.23 **SBC-12STATE** as used herein means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.24 **"Splitter"** as used herein shall refer to the CLEC-owned device that divides the data and voice signals concurrently moving across the loop. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted in CLEC's collocation arrangement.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL LOOPS

3.1 Deployment of xDSL Technologies on xDSL Loops

3.1.1 **SBC-12STATE** will provide xDSL Loops(s) for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Appendix.

3.1.2 **SBC-12STATE** shall not deny CLEC's request to deploy any loop technology over xDSL Loops(s) that is presumed acceptable for deployment pursuant to state or federal rules unless **SBC-12STATE** has demonstrated to the appropriate Commission(s) that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.

3.1.3 In the event CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, CLEC will provide documentation describing that action to **SBC-12STATE** and the appropriate Commission(s) 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.

3.1.4 In the event 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 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.

3.1.5 If requested by CLEC, **SBC-12STATE** will not deny CLEC's deployment of new xDSL technologies over xDSL Loops(s) that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if CLEC can demonstrate to the appropriate Commission(s) that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services. If it is demonstrated by CLEC that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services when deployed over xDSL Loops(s), **SBC-12STATE** will provide an xDSL Loops(s) to CLEC.

3.1.6 Upon request by CLEC, **SBC-12STATE** will cooperate in the testing and deployment of new xDSL technologies or may direct CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

3.1.7 If CLEC demonstrates under Subsections 3.1.5 or 3.1.6 above, that the new xDSL technology it seeks to deploy on an unbundled loop will not significantly degrade the performance of other advanced services or traditional voice based services, **SBC-12STATE** will provide an unbundled loop which supports CLEC's new xDSL technology to CLEC, subject to the terms and conditions set forth herein below:

3.1.7.1 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 in this agreement for a 2-wire or 4-wire xDSL Loop, as applicable, along with any associated terms and conditions set forth herein and any associated charges set forth elsewhere in this agreement or in the Appendix Pricing.

3.1.7.2 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 above), the Parties will attempt to negotiate 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 such an unbundled loop shall be resolved pursuant to the Dispute Resolution Procedures set forth elsewhere in this Agreement.

3.1.8 **SBC-12STATE** shall be under no obligation to provision xDSL Loop(s) in any instance where physical facilities do not exist.

3.2 Liability

3.2.1 Notwithstanding any other provision of this Appendix, each Party 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.

3.2.2 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 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. Except as may otherwise be provided herein, **SBC-12STATE** will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that its use of the network element is not the cause of the network harm. If **SBC-12STATE** does not believe CLEC has made the sufficient showing that it is not the cause of the harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth elsewhere in this Agreement. Any claims of network harm by **SBC-12STATE** must be supported with specific and verifiable supporting information.

3.3 Indemnity

3.3.1 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.

3.3.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, the Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, claim or damage indemnified pursuant to Section 3.3.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.3.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten (10) days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than ten (10) business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, and all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with the Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify the Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.3.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under 3.3.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability.

3.3.5 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 willful misconduct.

3.4 Line Splitting: CLEC may provide voice and data services over the same copper xDSL Loop by engaging in "line splitting" as set forth in the FCC's Triennial Review Order and implementing rules. Consistent with that Order, SBC-12STATE shall not be required to provide low frequency voice service to CLEC "A" and high frequency data service to CLEC "B" on the same xDSL Loop. Any line splitting between two CLECs shall be accomplished between those parties using a CLEC-owned or provided splitter collocated in an **SBC-12STATE** central office where the xDSL Loop terminates into a distribution frame or its equivalent and shall not utilize **SBC-12STATE**'s High Frequency Portion of the Loop (HFPL) product or any **SBC-12STATE**-owned or provided splitters. To implement line splitting, CLEC may order, including using supporting OSS, xDSL Loops, unbundled local switching, collocator-to-collocator connections, and available cross-connects, under the terms and conditions referenced or set forth in this Appendix and at the rates set forth in the Appendix Pricing or elsewhere in this agreement.

4. UNBUNDLED xDSL LOOP OFFERINGS

4.1 xDSL Loops

Following are the xDSL Loop types available under this Appendix:

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this Appendix shall be defined as 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 based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap. However, loop conditioning (i.e., the removal of load coil(s), repeater(s) and/or excessive bridged tap(s)) on an existing loop is optional, subject to conditioning charges, and will be performed by **SBC-12STATE** at CLEC's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.1.2 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire Digital Loop transmission facility which supports IDSL-based services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Attachment UNE to this Agreement. This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. **SBC-12STATE** has advised CLEC, through the Accessible Letter or alternate process, which **SBC-12STATE** central offices are IDSL-capable. CLEC shall only order IDSL Loops in those central offices in which **SBC-12STATE** has advised are IDSL-capable. The rates set forth in the Appendix Pricing shall apply to this IDSL Loop. In those Central Offices where IDSL Loops are not currently available, CLECs may order 2-Wire Digital ISDN Loops if available elsewhere in this Agreement.

4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this Appendix is a copper loop over which 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 based upon industry standards, should not include load coil(s), mid-span repeater(s) or excessive bridged tap(s). However, loop conditioning (i.e., the removal of load coil(s), repeater(s) and/or excessive bridged tap(s)) on an existing loop is optional and will be performed by **SBC-12STATE** at CLEC's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this 4-Wire xDSL Loop.

4.1.4 xDSL Subloop: An xDSL Subloop for purposes of this Appendix is the distribution portion of an xDSL Loop, that is comprised entirely of copper wire or copper cable, that acts as a transmission

facility between any distribution point of technically feasible access in **SBC-12STATE**'s outside plant and the demarcation point at an End-User premise, as more specifically defined above, over which CLEC may provision DSL technologies. An xDSL Subloop will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coil(s), mid-span repeater(s) or excessive bridged tap(s). However, loop conditioning (i.e., the removal of load coil(s), repeater(s) and/or excessive bridged tap(s)) on an existing xDSL Subloop is optional and will be performed by **SBC-12STATE** at CLEC's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this xDSL Subloop.

5. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

5.1 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. Loop makeup information will be provided as set forth below. CLEC will be given nondiscriminatory access to the same loop makeup information that **SBC-12STATE** is providing any other CLEC and/or **SBC-12STATE**'s retail operations or its advanced services affiliate(s) in that same **SBC-12STATE** state. The preorder OSS interfaces used to retrieve this loop makeup information is noted in the attached OSS appendix.

5.2 Loop Qualification: Subject to Section 5.1 above, **SBC-12STATE**'s uniform GUI and application to application interfaces allow CLEC, as well as **SBC-12STATE**'s retail operations or its advanced services affiliate(s), to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by two separate pricing elements: mechanized and manual.

5.2.1 Mechanized Loop Qualification: Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup information through **SBC-12STATE**'s uniform OSS interfaces described in 5.1 above will return information in all fields described in **SBC-12STATE**'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 Loop order submitted at the rates set forth in the Appendix Pricing.

5.2.2 Manual Loop Qualification: Manual loop qualification includes all fields as described in **SBC-12STATE**'s Plan of Record, when available. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in the Appendix Pricing. If a CLEC elects to have **SBC-12STATE** provide loop makeup information through a manual process for information not available electronically, then the manual loop qualification interval will be three to five (3-5) business days, or the interval provided to **SBC-12STATE**'s advanced services affiliate(s) in that same **SBC-12STATE** state, whichever is less.

5.3 Both categories of loop qualification (mechanized and manual) are subject to the following:

5.3.1 Loops Less Than 12,000 Feet in Actual Loop Length: If load coil(s), repeater(s) or excessive bridged tap(s) are present on a loop less than 12,000 feet in Actual Loop Length, conditioning to remove these elements will be performed without request and at no charge to CLEC.

5.3.2 Loops 12,000 Feet or Greater in Actual Loop Length: If the results of the loop qualification indicate that conditioning is available on a loop that is 12,000 feet or greater in Actual Loop Length, CLEC may elect to request that none of the recommended loop conditioning be performed or that **SBC-12STATE** perform some or all of the recommended loop conditioning to remove excessive bridged tap(s), load coil(s) and/or repeater(s) at the rates set forth in the Appendix Pricing.

6. PROVISIONING

6.1 xDSL Loop Intervals: The following provisioning intervals are applicable to each xDSL Loop ordered by CLEC, regardless of the Actual Loop Length. If requested by CLEC, the Parties will meet to attempt to negotiate xDSL subloop provisioning intervals. If there are any outstanding disputes between the Parties after negotiations as to the appropriate xDSL subloop provisioning intervals, any such disputes shall be resolved between the Parties in accordance with the Dispute Resolution procedures set forth elsewhere in this Agreement.

6.1.1 xDSL Provisioning Intervals When No Loop Conditioning Requested: The provisioning and installation interval for xDSL Loops where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide an xDSL Loop), on orders for 1-20 loops per order or per end-user location, will be five (5) business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s advanced services affiliate in that same **SBC-12STATE** state, whichever is less. For CLEC orders of more than 20 xDSL Loops per order or per end user location where no conditioning is requested, the provisioning and installation interval will be negotiated between the Parties.

6.1.2 xDSL Loop Provisioning Intervals When Loop Conditioning Requested: The provisioning and installation intervals for xDSL Loops where conditioning (as provided above) is requested by CLEC 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 advanced services affiliate in that same **SBC-12STATE** state, whichever is less. Orders for more than 20 xDSL Loops per order which require conditioning (as provided above) will have a provisioning and installation interval agreed by the parties in each instance.

6.2 In connection with loops that are greater than 12,000 feet in Actual Loop Length, CLEC may request, by submitting a Local Service Request ("LSR") to **SBC-12STATE** to have additional conditioning performed for which the CLEC elected, on its initial xDSL Loop order, not to have any of the recommended loop conditioning performed or only partial loop conditioning performed either: (i) after CLEC's initial xDSL Loop order has been submitted but is still pending; or (ii) after CLEC has been provisioned an xDSL Loop. In any such event, CLEC will be billed and shall pay for any requested loop conditioning at the rates set forth in the Appendix Pricing, along with any applicable service order charges; provided, however, when **SBC-12STATE** receives a CLEC request to add or modify conditioning for a pending xDSL Loop 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 after an xDSL Loop has been provisioned to CLEC for purposes of this subsection will e the same as set forth in Subsection 6.1.2 above. In addition, CLEC agrees that standard offered intervals do not constitute performance measurement commitments.

6.3 CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with the xDSL Loop when used by CLEC to provision ADSL 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.

6.4 xDSL Loops will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance. CLEC shall designate, at CLEC's sole option, what loop conditioning **SBC-12STATE** is to perform in provisioning the xDSL Loop on the xDSL Loop order. A CLEC may request that **SBC-12STATE** condition a loop to remove excessive bridged tap(s), load coil(s) and/or repeater(s) at the loop conditioning rates set forth in the Appendix Pricing. Any CLEC request for loop conditioning to remove bridged tap(s) on a loop under this Appendix, shall be taken as a request for

removal of excessive bridged tap(s) on the loop only so that the loop is conditioned to meet applicable industry standards. To the extent that CLEC would like the option to request that a loop be conditioned to remove non-excessive bridged tap, the CLEC may elect to incorporate **SBC-12STATE**'s separate, optional Removal of All or Non-Excessive Bridged Tap ("RABT") Attachment into this Agreement and in such case, the terms and conditions in the RABT Attachment, and associated rates, would become effective between **SBC-12STATE** and CLEC following approval of such provisions by the applicable Commission. If CLEC would like for **SBC-12STATE** to perform any other type of loop conditioning to make a loop xDSL capable beyond that which is covered under this Appendix and/or by **SBC-12STATE**'s separate RABT Appendix, the Parties shall meet to negotiate rates, terms and conditions for any such conditioning. If there are any disputes between the Parties as to the provisions for any additional type(s) of loop conditioning under this Appendix after negotiations, the outstanding disputes will be resolved in accordance with the Dispute Resolution Procedures set forth elsewhere in this Agreement.

7. ACCEPTANCE TESTING – XDSL LOOP PROVISIONING

7.1 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; provided, however, because acceptance testing is a part of the standard provisioning process for IDSL Loops, this Section 7 shall not apply to IDSL Loops. For IDSL 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. 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.

7.2 Acceptance Testing Procedure

7.2.1 Upon delivery of a loop to/for CLEC, **SBC-12STATE**'s field technician will call the LOC and the LOC tester will call a toll free number provided by CLEC so that CLEC can initiate performance of a series of Acceptance Tests.

7.2.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix, CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. CLEC shall then be billed and shall pay for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

7.2.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix, the LOC technician will take any or all reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work 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's xDSL-based 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.

7.2.4 Until such time as 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 IDSL Loops, designed with such reach extenders, without testing the complete circuit. Consequently, **SBC-12STATE** agrees that should 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.

7.2.5 **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 CLEC as if the Acceptance Test had been completed and the loop accepted and CLEC shall pay the charges set forth in Section 7.3 below. 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, CLEC will be credited for the cost of the Acceptance Test. Additionally, CLEC may request **SBC-12STATE** to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge.

7.3 Acceptance Testing Billing

7.3.1 CLEC will be billed and shall pay for Acceptance Testing for xDSL Loops that are installed correctly by the committed interval without the benefit of corrective action due to Acceptance Testing. In particular, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the **SBC-12STATE** technician time involved, pursuant to the applicable, regional FCC tariffed rates set forth below; provided, however, the tariffed rates referenced below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

***SBC CALIFORNIA** only: Section 175-T and section 13 Access Tariff of the FCC No. 1
***SBC MIDWEST REGION 5-STATE** only Section 13.2.6 of the FCC No. 2.
***SBC NEVADA** only: Section 18.8.2 of the FCC No. 1.
***SBC SOUTHWEST REGION 5-STATE** only: Sections 13.4.2 and 13.4.4 of the FCC No. 73.
*Rates subject to tariff changes, as such tariffs may be modified from time to time.

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 of the tariffed charges referenced above.

8. COOPERATIVE TESTING – XDSL LOOP REPAIR AND MAINTENANCE CYCLE

8.1 Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL Loop upon issuance of the trouble ticket.

8.2 If the trouble ticket was opened without a request for Cooperative Testing, and CLEC should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.

8.3 Cooperative Testing Procedure

8.3.1 The **SBC-12STATE** field technician will call the LOC and the LOC will contact CLEC for testing and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix, the technician will close out the trouble report and the CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the **SBC-12STATE** technician time involved in

performing the Cooperative Test, pursuant to the applicable, regional FCC tariffed rates set forth in Section 7.3 above; provided, however, the tariffed rates referenced in Section 7.3 above shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

8.3.3 If the Cooperative Test fails "Proof of Continuity" parameters, as defined by this Appendix, the LOC technician will take any reasonable steps to immediately resolve the problem with the CLEC representative on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Appendix. When the aforementioned test parameters are met, the LOC will contact CLEC for another Cooperative Test.

8.3.4 **SBC-12STATE** will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by CLEC when CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-12STATE** may then close the trouble ticket, document the time and reason, and may bill CLEC as if the Cooperative Test had been completed and in such case, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the **SBC-12STATE** technician time involved, pursuant to the applicable, regional FCC tariffed rates set forth in Section 7.3 above; provided, however, the tariffed rates referenced in Section 7.3 above shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

9. MAINTENANCE /SERVICE ASSURANCE

9.1 Scope of **SBC-12STATE**'s Maintenance Service on xDSL Loops: **SBC-12STATE** will provide the following maintenance services to CLEC with respect to xDSL Loops:

9.1.1 For loops 12,000 feet or less in Actual Loop Length, **SBC-12STATE**'s maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned by **SBC-12STATE** to remove any excessive bridged tap(s), load coil(s) and/or repeaters, subject to Section 9.5 below.

9.1.2 For loops greater than 12,000 feet in Actual Loop Length for which CLEC elected that **SBC-12STATE** not perform any recommended conditioning, **SBC-12STATE**'s maintenance shall be limited to assuring loop continuity and balance.

9.1.3 For loops greater than 12,000 feet in Actual Loop Length for which CLEC requested that **SBC-12STATE** perform some or all of the recommended conditioning, **SBC-12STATE** will verify continuity, the completion of all requested conditioning subject to Section 9.5 below, 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.

9.1.4 For purposes of this Appendix, **SBC-12STATE** shall not be obligated to perform any CLEC-requested loop conditioning in response to a CLEC trouble ticket in the maintenance phase, for any loop conditioning that CLEC did not previously request be performed during the xDSL Loop provisioning phase. Rather, with respect to loop conditioning in the xDSL Loop maintenance phase, **SBC-12STATE**'s only obligation will be to verify that any loop conditioning that the CLEC requested in the xDSL Loop provisioning phase was performed by **SBC-12STATE**. To the extent that CLEC should wish to order loop conditioning on an xDSL Loop after the xDSL Loop has been provisioned, CLEC may do so in accordance with Section 6.2 above. To the extent that CLEC requests, and **SBC-12STATE** agrees to perform, any maintenance beyond the parameters set forth in Subsections

9.1.1-9.1.3 above and this Section 9.1.4, with respect to xDSL Loops, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the **SBC-12STATE** technician time involved, pursuant to the applicable, regional FCC tariffed rates set forth in Section 7.3 above; provided, however, the tariffed rates referenced in Section 7.3 above shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

9.2 Repair Intervals: **SBC-12STATE** will provide resolution of CLEC-referred trouble tickets for xDSL Loops in parity with the repair intervals **SBC-12STATE** provides its advanced services affiliate(s) for xDSL Loops in that same **SBC-12STATE** state, and pursuant to the terms and conditions set forth below.

9.3 **SBC-12STATE** will not guarantee that an xDSL Loop(s) ordered by CLEC 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.

9.4 CLEC Submitted xDSL Loop Trouble Ticket: If the CLEC submits a trouble ticket to **SBC-12STATE** for an xDSL Loop and the problem is determined by **SBC-12STATE** to be in CLEC's network or equipment, CLEC shall pay **SBC-12STATE** the applicable tariffed Time and Materials charges for trouble isolation, maintenance, and repair set forth in the Appendix Pricing, following **SBC-12STATE** closing the trouble ticket. In any such case, when CLEC resolves the trouble condition in its network or equipment, CLEC will contact **SBC-12STATE** to inform **SBC-12STATE** that the trouble has been resolved.

9.5 Line and Station Transfer or "LST": For an xDSL Loop currently in service where trouble ticket resolution has identified that excessive bridged tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by **SBC-12STATE** to resolve a CLEC-initiated xDSL Loop trouble ticket or a trouble identified by **SBC-12STATE**, **SBC-12STATE**, at its sole option, may perform an LST to resolve and close out the identified trouble. In the event that a request for conditioning is received from the CLEC on an xDSL Loop currently in service and **SBC-12STATE** determines that an LST can be performed, the appropriate **SBC 12-STATE** LOC will contact CLEC to inform that a LST will be performed in lieu of CLEC's requested conditioning. In such cases that **SBC-12STATE** elects to perform an LST to resolve the identified trouble, CLEC will be billed and shall pay for such LST at the rate set forth in the Appendix Pricing. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an **SBC-12STATE** network-related problem, then CLEC will not be charged the LST rate or for **SBC-12STATE**'s resolution of the trouble. If, however, the trouble is found to be a customer premises equipment ("CPE") or CLEC network or data equipment, or otherwise is found not to be an **SBC-12STATE** network-related problem, then CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the **SBC-12STATE** technician time involved, pursuant to the applicable, regional FCC tariffed rates set forth in Section 7.3 above, in addition to the LST charge in the Appendix Pricing; provided, however, the tariffed rates referenced in Section 7.3 above shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.

10. SPECTRUM MANAGEMENT

10.1 For each xDSL Loop, CLEC shall at the time of ordering notify **SBC-12STATE** as to the PSD mask of the technology CLEC intends to deploy on the loop on the ordering form. If and when a change in PSD mask is made, CLEC will immediately notify **SBC-12STATE**. CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. CLEC shall abide by the standards associated with, or related, to the designated PSD mask type. If the technology does not fit within a national standard PSD mask, CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes.

10.2 **SBC-12STATE** shall not deny CLEC a loop based upon spectrum management issues in the absence of review and approval from the applicable Commission(s) or an approved industry standard.

10.3 As a part of spectrum management, **SBC-12STATE** will maintain an inventory with respect to the number of loops using advanced services technology within a binder group and the type of technology deployed on those loops, using the PSD mask information provided by CLECs to **SBC-12STATE** and upon request from CLEC, will disclose such information to CLEC within three to five (3-5) business days from CLEC's request. **SBC-12STATE** will not impose its own standards for provisioning xDSL-based services. However, **SBC-12STATE** will publish non-binding Technical Publications to communicate current standards and their application.

10.4 **SBC-12STATE** will not segregate xDSL technologies into designated binder groups for use solely by any particular advanced services loop technology, in the absence of review and approval from the applicable Commission(s) or an approved industry standard. 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 CLEC or by **SBC-12STATE**, as well as competitively neutral as between different xDSL-based services. Where disputes arise, **SBC-12STATE** and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. In the event that the Parties are unable to resolve any such dispute between them, the dispute shall be resolved in accordance with the Dispute Resolution Procedures set forth in this Agreement.

10.5 Subject to Section 10.6 below, in the event that a relevant Commission, 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 shall 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 and shall negotiate any conforming modifications which may be needed to this Appendix in accordance with Section 11 below.

10.6 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the applicable Commission(s) or FCC, then **SBC-12STATE** and/or CLEC, as applicable, 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/INTERVENING LAW

11.1 In entering into this Attachment, 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 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: 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, released on August 21, 2003, in the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147, 13 FCC Rcd 24011 (rel. August 7, 1998); the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147, 14 FCC Rcd 4761 (rel. March 31, 1999); the FCC's Supplemental Order Clarification, in the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, (FCC 00-183) (rel. June 2, 2000), in

CC Docket 96-98; and the FCC's Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98, 16 FCC Rcd 2101 (rel. Jan. 19, 2001); and 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") (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including without limitation, this Attachment), SBC ILEC 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. The preceding includes without limitation that SBC ILEC shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving SBC ILEC network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. 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 including, without limitation, this Attachment and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement including, without limitation, this Attachment, 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.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

13. PRICING

13.1 The rates applicable to xDSL Loops and the associated charges are set forth below, which is incorporated herein by this reference.

APPENDIX HOSTING

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. DEFINITIONS..... 5

3. RESPONSIBILITIES OF THE PARTIES..... 6

4. DESCRIPTION OF BILLING SERVICES..... 7

5. BASIS OF COMPENSATION..... 8

6. TERM OF AGREEMENT..... 9

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS..... 9

APPENDIX HOSTING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the Hosting Company will perform hosting responsibilities for a CLEC for data received from such CLECs for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CLECs to be distributed to such CLEC via the Hosting company's in-region network or via the nationwide Centralized Message Distribution System (**CMDS**).

1.2 This Appendix sets forth the terms for the provision of 1) Message Distribution Services; 2) Intercompany Revenue Settlement Services; and (**SBC MIDWEST REGION 5-STATE** only) 3) In-Region Non-Intercompany Revenue Settlement Services ("Agreement").

1.2.1 Hosting out of region is only available to a CLEC that is a Full Status Revenue Accounting Office (**RAO**) company.

1.3 **SBC SNET** - The hosting function described herein is facilitated via the LEC-LINK agreement if the CLEC chooses **SBC SNET** as its CMDS HOST. The LEC-LINK service is de-regulated in **SBC SNET**.

1.3.1 CLECs interested in CMDS Hosting by **SBC SNET** may contact:

SBC SNET Diversified Group, Inc.
530 Preston Ave.
Meriden, CT 06450
Ls5275@ctmail.snet.com
203-634-6370

1.4 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.5 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.6 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.7 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.8 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.9 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.11 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.12 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.13 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.14 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.15 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.16 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.17 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.18 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.19 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.20 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.21 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.22 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.23 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.24 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.25 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.26 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

2.1 **"Bellcore Client Company Calling Card and Third Number Settlement System" (BCC CATS)** – Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues originated by one BCC (or within the territory of that BCC) and billed to a customer of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with the Telcordia Practice BR 981-200-110. The CATS Report cycle is the 26th of the current month through the 25th of the following month.

2.2 **"Centralized Message Distribution System" (CMDS)** – means the industry-wide data collection system located in Kansas City, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.

2.3 **"Direct Participants" (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:

2.3.1 New England Telephone Company
2.3.2 New York Telephone Company
2.3.3 Bell Atlantic, NJ
2.3.4 Bell Atlantic, PA
2.3.5 Bell Atlantic, DE
2.3.6 Bell Atlantic, DC
2.3.7 Bell Atlantic MD
2.3.8 Bell Atlantic VA
2.3.9 Bell Atlantic WV
2.3.10 Southern Bell Telephone Company
2.3.11 South Central Bell Telephone Company
2.3.12 The Ohio bell Telephone Company d/b/a SBC Ohio
2.3.13 Michigan Bell Telephone Company d/b/a SBC Michigan
2.3.14 Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana
2.3.15 Illinois Bell Telephone Company d/b/a SBC Illinois
2.3.16 Wisconsin Bell Telephone Company d/b/a SBC Wisconsin
2.3.17 Northwestern Bell Telephone Company
2.3.18 Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas
2.3.19 Mountain Bell Telephone Company
2.3.20 Pacific Bell Telephone Company d/b/a SBC California
2.3.21 Nevada Bell Telephone Company d/b/a SBC Nevada
2.3.22 The Southern New England Telephone Company
2.3.23 Cincinnati Bell Telephone Company

2.4 **"Exchange Message Interface" (EMI)** -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.

2.5 "**Full Status Revenue Accounting Office" (RAO)** – CLEC that is provided a separate RAO code. Responsible for formatting EMI records, editing and packing of such detail records into files for distribution.

2.6 **"In Region Hosting" (SBC SOUTHWEST REGION 5-STATE only) -** The transport of 1) LEC transported data that originates in the region and are delivered by the CLEC to the Hosting Company to be sent another Local Exchange Carrier for billing; and 2) data received from CMDS or another LEC to be delivered to the CLEC for billing to its End User located within the five state territory of the Host Company.

2.7 **"Intercompany Settlements**" (**ICS**) - a revenue exchange process for messages that originate (earning company) by one Direct Participant (or LEC within the territory of that Direct Participant) and billed to a customer of another Direct Participant (or LEC within the territory of the other Direct participant). ICS consists of third number billed and calling card revenues.

2.8 **"Local Exchange Carriers" (LECs)** or "**Exchange Carriers" (ECs**) - facilities-based providers of local telecommunication services.

2.9 "**Message Distribution" (Transmission)** is a collection of data designated to be delivered to the CLEC. Message distribution includes collection of data from the CLEC designated to be delivered to other LECs.

2.10 "**Non-Intercompany Settlement (NICS)"** (**SBC MIDWEST REGION 5-STATE** only) is a revenue exchange process for messages which originate from CLEC and bill to **SBC MIDWEST REGION 5-STATE** and message which originate from **SBC MIDWEST REGION 5-STATE** and bill to CLEC. NICS messages must originate and bill within the same **SBC MIDWEST REGION 5-STATE** Company.

2.11 "**Non-Full Status Revenue Accounting Office" (RAO)** - Contracting Company that has assigned responsibility to the Hosting Company for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

3. RESPONSIBILITIES OF THE PARTIES

3.1 All data forwarded from the CLEC must be in the industry standard format in accordance with the ATIS EMI document. The CLEC is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CLEC acknowledges that the only message records subject to this Hosting Agreement are those that arise from Local Exchange Carrier transported data.

3.2 (**SBC-7STATE**) - When CLEC delivers messages to the Hosting Company which must be forwarded to another location for billing purposes, the Hosting Company will accept data from the CLEC, perform edits required to ensure the records are consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

3.3 If CLEC is non- Full Status RAO Company, the Hosting Company will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.

3.4 (**SBC-7STATE** only) For billable message data and/or access usage data received by the Hosting Company for delivery to a CLEC location, the Hosting Company will use its in region data network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing Contract Company location.

4. DESCRIPTION OF BILLING SERVICES

4.1 (**SBC MIDWEST REGION 5-STATE**) Monthly Billing

4.1.1 Each month, **SBC MIDWEST REGION 5-STATE** shall calculate the total amount due. This calculation will include:

4.1.1.1 Transmission fee

4.1.1.2 ICS settlement processing fee

4.1.1.3 ICS revenue, originated by Ameritech and ICS revenue originated by CLEC

4.1.1.4 NICS revenue, originated by Carrier and NICS revenue originated by Ameritech

4.1.2 CATS and NICS reports include a payment by the originating company to the billing company for compensation of Billing and Collecting (B&C).

4.1.3 **SBC MIDWEST REGION 5-STATE** shall provide collection and distribution of messages that are designated to be delivered to the CLEC.

4.1.4 **SBC MIDWEST REGION 5-STATE** shall provide collection and distribution of messages that originate with the CLEC and are designated to be delivered to other LECs.

4.1.5 CLEC must provide **SBC MIDWEST REGION 5-STATE** a Non-Hosted Nationwide Revenue Accounting Office (RAO) code which has been assigned by Telcordia Technologies (previously Bellcore). **SBC MIDWEST REGION 5-STATE** advise Telcordia Technologies to convert the RAO code.

4.1.6 CLEC subscribing to Hosting services with **SBC MIDWEST REGION 5-STATE** prior to the effective date of this agreement and sharing an **SBC MIDWEST REGION 5-STATE** RAO may continue this service using **SBC MIDWEST REGION 5-STATE** RAO. One exception is when the CLEC is providing Hosting service using **SBC MIDWEST REGION 5-STATE** as an intermediary. In this situation, a Full Status RAO is required.

4.1.7 If access records are received from the CMDS system, **SBC MIDWEST REGION 5-STATE** shall collect these records and distribute to the CLEC. Such records may be either detail or summary access records.

4.1.8 All data will be forwarded on a daily basis to the CLEC or their designated billing agent. Both **SBC MIDWEST REGION 5-STATE** and CLEC shall send/receive data in EMI format. **SBC MIDWEST REGION 5-STATE** and CLEC shall be responsible for packing the data and shall be subject to Telcordia Technologies CMDS packing and editing requirements.

4.1.9 CLEC may return to **SBC MIDWEST REGION 5-STATE** any messages which are unbillable provided that such returns are made within ninety (90) days of message date. All such returned unbillable messages shall be accepted by **SBC MIDWEST REGION 5-STATE** and the charges therefore deducted for reimbursement amount owing to **SBC MIDWEST REGION 5-STATE**. CLEC

shall be responsible for packing such unbillable messages subject to Telcordia Technologies CMDS packing and editing requirements.

4.2 (**SBC MIDWEST REGION 5-STATE**) INTERCOMPANY SETTLEMENT (ICS)

4.2.1 **SBC MIDWEST REGION 5-STATE** will provide Intercompany Settlement (ICS) for alternately billed (third number billed and calling card) messages. Using the following criteria:

4.2.1.1 The call must be transported by a LEC.

4.2.1.2 The message must be billed in a DP's territory different from the DP's territory where the call originated.

4.2.1.3 ICS does not extend to the 900 or 976 calls or to other pay per call services.

4.2.1.4 The Telcordia Technologies CATS report is the source for revenue to be settled between **SBC MIDWEST REGION 5-STATE** and CLEC. ICS settlement will be incorporated into the CLEC's monthly invoice.

4.3 (**SBC MIDWEST REGION 5-STATE**) NON-INTERCOMPANY SETTLEMENT (NICS)

4.3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by **SBC MIDWEST REGION 5-STATE** and billed by the CLEC, or messages originated by the CLEC and billed by **SBC MIDWEST REGION 5-STATE** within the same **SBC MIDWEST REGION 5-STATE** State. For example, an alternately billed call originating within **SBC ILLINOIS** territory and billed to a CLEC within **SBC ILLINOIS** would be covered by this section; a call originating within **SBC MICHIGAN** but billing outside of **SBC MICHIGAN** would not be NICS.

4.3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.

4.3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between **SBC MIDWEST REGION 5-STATE** and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.

4.3.4 CLECs subscribing to Hosting services with **SBC MIDWEST REGION 5-STATE** prior to the effective date of this agreement and sharing an **SBC MIDWEST REGION 5-STATE** RAO, may continue this service using **SBC MIDWEST REGION 5-STATE**'s RAO. One exception is when the CLEC is providing Hosting service using **SBC MIDWEST REGION 5-STATE** as an intermediary. In this situation, a Full Status RAO is required.

4.3.5 For calls originating and billing within a non- **SBC MIDWEST REGION 5-STATE** state, CLEC should obtain NICS agreements with the LECs in that state.

5. BASIS OF COMPENSATION

5.1 In **SBC SOUTHWEST REGION 5-STATE**, CLEC agrees to pay Hosting Company a per record charge for billable message records an/or access usage records that are received from the CLEC and destined for delivery to another location for billing, at the rates listed in Appendix Pricing.

5.1.1 As part of this per record charge, the Hosting Company will provide Confirmation and /or Error Reports and any Intercompany Settlement (ICS) Reports, such as the Bellcore Client Company Calling Card and Third Number Settlement System (BCC CATS).

5.1.2 CLEC also agrees to pay Hosting Company a per record charge for billable message records an/or access usage records in those situations where the Hosting Company, performing a transfer service, provides this message data received from other Local Exchange Carriers or from CMDS on a magnetic tape or data file for delivery to the CLEC.

5.2 (**SBC MIDWEST REGION 5-STATE** only)- CLEC shall pay a one-time set-up charge, half (½) due at contract signing and half (½) due with first billing and for services as set forth in Appendix Pricing.

5.3 (**SBC MIDWEST REGION 5-STATE** only) CLEC shall be issued a monthly invoice that may be amended by Hosting Company from time to time at its sole discretion. Monthly charges shall be billed as set forth in Appendix Pricing. Payments shall be due within thirty (30) days of the date of the invoice. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

Exhibit A
Change Request by Carrier
SBC MIDWEST REGION 5-STATE

1. For purposes of this Exhibit, Interfacing Company shall mean Ameritech.

2. When CLEC requests modifications to existing Interfacing Company systems or procedures, CLEC will provide complete written specifications for the requested change. The time and cost request should be directed to the CLEC's Account Manager.

3. Change Requests:

   - Both parties must agree that the specification accurately describes the work to be performed. CLEC will authorize the specifications in writing.

   - The authorized specifications will be distributed within the Interfacing Company to develop an estimate of the work effort involved to implement the change.

   - CLEC will have up to sixty (60) workdays from receipt of the time and cost to authorize implementation. If implementation is to proceed, CLEC will provide written authorization to the Interfacing Company.

   - Any changes to the approved specifications will be subject to re-evaluation by the Interfacing Company and CLEC.

4. General:

   - Interfacing Company will notify CLEC if it fails to implement a change on the agreed effective date. This notification will take place as soon as the Interfacing Company is aware of the problem.

   - CLEC will compensate Interfacing Company for changes only to the extent such changes have been authorized by Carrier in writing.

   - For cancelled requests, CLEC will compensate Interfacing Company for expense incurred up to the point of cancellation.

5. System Embargo:

   - Interfacing Company will notify CLEC in advance when Interfacing Company will be involved in a major project resulting in a billing system embargo for a period of time. Such embargo will not affect any existing request pending before Interfacing Company for which written authorization has been received. Change requests received during an embargo will be handled on an individual case basis.

APPENDIX CH

TABLE OF CONTENTS

1. INTRODUCTION 3
2. CLEARINGHOUSE DESCRIPTION 5
3. QUALIFYING MESSAGE CRITERIA 5
4. RESPONSIBILITIES OF THE PARTIES 5
5. PROCESSING CHARGE 6
6. BILLING CHARGE 6
7. SETTLEMENT REPORT 6
8. RETROACTIVE AND LOST MESSAGES 6
9. LIMITATION OF LIABILITY 6
10. DISCLAIMER OF WARRANTIES 7
11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 7

APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by **SBC-12STATE** to participate in the Clearinghouse (CH).

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.25 In **SBC MIDWEST REGION 5-STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs, and **SBC MIDWEST REGION 5-STATE** is facilitated via the existing LEC Settlement process in each state.

1.26 In **SBC-2STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **SBC-2STATE** is facilitated via the Message Exchange Appendix.

1.27 The exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **SBC SNET**, is **technically infeasible** in **SBC SNET**.

2. CLEARINGHOUSE DESCRIPTION

2.1 **SBC SOUTHWEST REGION 5-STATE** operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including **SBC SOUTHWEST REGION 5-STATE** and CLEC.

3. QUALIFYING MESSAGE CRITERIA

3.1 The only toll call messages that qualify for submission to **SBC SOUTHWEST REGION 5-STATE** for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of **SBC SOUTHWEST REGION 5-STATE**'s operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

4. RESPONSIBILITIES OF THE PARTIES

4.1 CLEC agrees that it will provide **SBC SOUTHWEST REGION 5-STATE** with billing records for CH processing that are in an industry standard format acceptable to **SBC SOUTHWEST REGION 5-STATE** and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.

4.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to **SBC SOUTHWEST REGION 5-STATE**'s CH. CLEC will retain its originating records for ninety (90) days such that the category ninety-two (92) Records can be retransmitted to **SBC SOUTHWEST REGION 5-STATE** for CH processing, if needed.

4.3 **SBC SOUTHWEST REGION 5-STATE** will provide and maintain such systems as it believes are required to furnish the CH service described herein. **SBC SOUTHWEST REGION 5-STATE**, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.

4.4 CLEC will timely furnish to **SBC SOUTHWEST REGION 5-STATE** all CH Records required by **SBC SOUTHWEST REGION 5-STATE** to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. **SBC SOUTHWEST REGION 5-STATE** will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.

4.5 Presently, in operating the CH, **SBC SOUTHWEST REGION 5-STATE** relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

5. PROCESSING CHARGE

5.1 CLEC agrees to pay **SBC SOUTHWEST REGION 5-STATE** a processing charge in consideration of **SBC SOUTHWEST REGION 5-STATE**'s performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

6. BILLING CHARGE

6.1 CLEC agrees to pay a per message charge to the CLEC responsible for billing the message, including **SBC SOUTHWEST REGION 5-STATE**, when **SBC SOUTHWEST REGION 5-STATE** bills the message. This charge is located in Appendix Pricing under "Other" listed as Billing Charge.

7. SETTLEMENT REPORT

7.1 **SBC SOUTHWEST REGION 5-STATE** will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

8. RETROACTIVE AND LOST MESSAGES

8.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section III of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages, which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

9. LIMITATION OF LIABILITY

9.1 By agreeing to operate the CH, **SBC SOUTHWEST REGION 5-STATE** assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that **SBC SOUTHWEST REGION 5-STATE** will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which **SBC SOUTHWEST REGION 5-STATE** may have relied in preparing settlement reports or performing any other act under this Attachment.

9.2 CLEC agrees to indemnify and hold **SBC SOUTHWEST REGION 5-STATE** harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of **SBC SOUTHWEST REGION 5-STATE**'s performance of CH processing pursuant to this Attachment.

9.3 **SBC SOUTHWEST REGION 5-STATE** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of **SBC SOUTHWEST REGION 5-STATE**. Any losses or damage for which **SBC SOUTHWEST REGION 5-STATE** is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time **SBC SOUTHWEST REGION 5-STATE** receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

10. DISCLAIMER OF WARRANTIES

10.1 **SBC SOUTHWEST REGION 5-STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, **SBC SOUTHWEST REGION 5-STATE** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX WHITE PAGES

TABLE OF CONTENTS

1. INTRODUCTION 3
2. SERVICE PROVIDED 4
3. USE OF SUBSCRIBER LISTING INFORMATION 7
4. PRICING 7
5. LIABILITY 7
6. BREACH OF CONTRACT 8
7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 8

APPENDIX WHITE PAGES
(WHITE PAGES DIRECTORY)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLECs or CLECs leasing unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICE PROVIDED

2.1 **SBC-13STATE** publishes alphabetical White Pages directories for its geographic local service areas. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users in the appropriate **SBC-13STATE** White Pages directories.

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

2.3 **SBC-13STATE** will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2.4 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time. When CLEC provides its subscriber listing information to **SBC-13STATE** listings database, CLEC will receive for its End User, one primary listing in **SBC-13STATE** White Pages directory and a listing in **SBC-13STATE**'s directory assistance database.

2.4.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, **SBC-13STATE** will assess CLEC a monthly charge for such listings at **SBC-13STATE** tariff rates. An additional monthly charge at **SBC-13STATE**'s tariff rate applies when CLEC wishes to list an End User in **SBC-13STATE**'s Directory Assistance database but does not wish to have its End User listed in **SBC-13STATE**'s White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in **SBC-13STATE**'s White Pages directory for a monthly charge at **SBC-13STATE**'s tariff rate for those non-published, non-listed services.

2.4.1.1 In **SBC SOUTHWEST REGION 5-STATE** switch-based CLECs are billed at the retail tariff rate for a twelve (12) month period at the time the directory is published for additional, foreign, and enhanced listings, as well as Non-Published service. CLECs will be notified via Accessible Letter should the billing process change.

2.5 CLEC shall furnish to **SBC-13STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as **SBC-13STATE** may require to prepare and print the alphabetical listings of said directory.

2.6 CLEC will provide accurate subscriber listing information of its subscribers to **SBC-13STATE** via a mechanical or manual feed of the directory listing information to **SBC-13STATE**'s Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the effective date of this Appendix, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. CLECs' subscriber listings will be interfiled (interspersed) in the directory among **SBC-13STATE**'s subscriber listing information. CLEC shall furnish to **SBC-13STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as **SBC-13STATE** may require to prepare and print the alphabetical listings of said directory. See CLEC Online web site for methods, procedures, and ordering information. CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.

2.6.1 Sixty (60) calendar days prior to the directory close date for a particular directory, **SBC-8STATE** shall make available to CLEC, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to **SBC-8STATE** any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date. The listing information shall also include Directory Delivery Address information for each **SBC-8STATE** CLEC End User.

2.6.2 Upon CLEC request, sixty (60) calendar days prior to the directory close date for particular directory, **SBC MIDWEST REGION 5-STATE** shall make available to CLEC forty-five (45) calendar days prior to directory close date for that directory, either electronically or manually, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to **SBC MIDWEST REGION 5-STATE** any necessary additions, deletions or modifications prior to the directory close date.

2.7 Directories

2.7.1 In **SBC-8STATE**, each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of **SBC-8STATE**'s White Pages directory in the same manner and at the same time that they are delivered to **SBC-8STATE**'s subscribers during the annual delivery of newly published directories.

2.7.1.1 **SBC-7STATE** has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users after each annual distribution of newly published White Pages.

2.7.1.2 **SBC SNET** White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.

2.7.2 **SBC MIDWEST REGION 5-STATE** shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to CLECs' End Users pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.

2.7.3 **SBC-13STATE** shall not be required to deliver a directory to a CLEC End User until new White Page directories are published for that End User's location**.**

2.7.4 CLEC may arrange for additional directory distribution and other services with **SBC-13STATE**'s directory publishing affiliate pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.

2.8 **SBC-8STATE** will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, no less than sixty (60) days prior to the directory close date, CLEC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.

2.8.1 **SBC MIDWEST REGION 5-STATE** shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for **SBC MIDWEST REGION 5-STATE** and other LECs. **SBC MIDWEST REGION 5-STATE**'s directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and CLEC and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to **SBC MIDWEST REGION 5-STATE**.

2.9 At its request, CLEC may purchase one (1) one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area, pursuant to Section 2.1 of this Appendix, where CLEC provides local Telecommunications Exchange Service. Such page shall be no different in style, size, color and format than **SBC SOUTHWEST REGION 5-STATE** "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC SOUTHWEST REGION 5-STATE** the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 **SBC-13STATE** agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as **SBC-13STATE**'s subscriber listing information. In exchange for **SBC-13STATE** serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes **SBC-13STATE** to include and use the CLEC subscriber listing information provided to **SBC-13STATE** pursuant to this Appendix in **SBC-13STATE**'s White Pages directory, **SBC-13STATE**'s directory assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is **SBC-13STATE**'s use of CLEC's subscriber listing information in **SBC-13STATE**'s directory assistance, directory assistance related products and services, and directory publishing products and services.

3.2 **SBC-13STATE** further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name 's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for **SBC-13STATE**'s receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with **SBC-13STATE**'s subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by **SBC-13STATE**.

4. PRICING

4.1 **SBC-7STATE** will deliver one copy per primary End User listing of **SBC-7STATE** White Pages, as described in Section 2.7 above, at no charge. **SBC-7STATE** has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories.

4.1.1 The rates, if any, for **SBC SNET** White Pages directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for White Pages directories.

4.1.2 **SBC MIDWEST REGION 5-STATE -** The rates, if any, for **SBC MIDWEST REGION 5-STATE** White Page directories will be in accordance with a separate directory services agreement with **SBC MIDWEST REGION 5-STATE**'s directory publishing affiliate.

5. LIABILITY

5.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to **SBC-13STATE** under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

5.2 CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** (and/or **SBC-13STATE**'s officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the Third Party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the 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.

5.3 CLEC further agrees to pay all costs incurred by **SBC-13STATE** and/or its affiliates as a result of CLEC not complying with the terms of this Appendix.

5.4 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

6. BREACH OF CONTRACT

6.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of **SBC-13STATE**'s White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice.

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.

APPENDIX UNE

TABLE OF CONTENTS

1. INTRODUCTION 3
2. TERMS AND CONDITIONS 5
3. ACCESS TO UNE CONNECTION METHODS 9
4. ADJACENT LOCATION 10
5. LIFTING OF OR NON-EXISTENCE OFUNBUNDLING OBLIGATION ("DECLASSIFICATION") 11
6. BONA FIDE REQUEST 13
7. NETWORK INTERFACE DEVICE 18
8. LOCAL LOOP 18
9. SUB-LOOP ELEMENTS 21
10. ENGINEERING CONTROLLED SPLICE (ECS) 27
11. LOCAL CIRCUIT SWITCHING 29
12. SHARED TRANSPORT 34
13. UNBUNDLED DEDICATED TRANSPORT 40
14. DEDICATED TRANSPORT AND LOOP DARK FIBER 42
15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE 45
16. CALL-RELATED DATABASES 45
17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS 45
18. CROSS CONNECTS 45
19. PROVISIONING/MAINTENANCE OF UNEs 48
20. COMBINATIONS (OTHER THAN “PRE-EXISTING COMBINATIONS” AS SET FORTH IN SECTION 2.11), COMMINGLING, CONVERSIONS AND FACILITIES MODIFICATIONS 50
21. RESERVATION OF RIGHTS 50
22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 51

APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

1.1 This Appendix UNE sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to unbundled network elements as specifically defined in this Appendix UNE (UNEs) for the provision by CLEC of a Telecommunications Service. ((Act, Section 251(c)(3)). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned ILEC doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.25 The Prices at which **SBC-13STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. TERMS AND CONDITIONS

2.1 The Appendix sets forth the terms and conditions pursuant to which **SBC-13STATE** agrees to provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act in **SBC-13STATE**'s incumbent local exchange areas for the provision of Telecommunications Services by CLEC. The Parties acknowledge and agree that **SBC-13STATE** is only obligated to make available UNEs and access to UNEs to CLEC in **SBC-13STATE**'s incumbent local exchange areas. **SBC-13STATE** has no obligation to provide such UNEs to CLEC for the purposes of CLEC providing and/or extending service outside of **SBC-13STATE**'s incumbent local exchange areas. In addition, **SBC-13STATE** is not obligated to provision UNEs or to provide access to UNEs and is not otherwise bound by any 251(c) obligations in geographic areas other than **SBC-13STATE**'s incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Appendix, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Collocation, Interconnection and/or Resale), shall only apply to the Parties and be available to CLEC for provisioning Telecommunication Services within an **SBC-13STATE** incumbent local exchange area(s) in the State in which this Agreement with **SBC-13STATE** has been approved by the relevant state Commission and is in effect. Further, the Parties agree that **SBC-13STATE** is not obligated to provision UNEs or to provide access to UNEs that have been Declassified or are subject to Declassification, as set forth in Section 5, below, and elsewhere in this Appendix.

2.2 **SBC-13STATE** and CLEC may agree to connect CLEC's facilities with **SBC-13STATE**'s network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(2)(B); 47 CFR § 51.305(a)(2)(vi)).

2.3 **SBC-13STATE** will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR § 51.307(a)):

2.3.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));

2.3.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR § 51.307(a));

2.3.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR § 51.307 (c);

2.3.4 In a manner that allows access to the facility or functionality of a requested UNE to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));

2.3.5 With technical information regarding **SBC-13STATE**'s network facilities to enable CLEC to achieve access to UNEs (47 CFR § 51.307(e));

2.3.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends (47 CFR § 51.309(a));

2.3.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR § 51.309(b));

2.3.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself (47 CFR § 51.313(b)).

2.3.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251(d)(2)).

2.3.10 Except upon request of CLEC, **SBC-13STATE** shall not separate CLEC-requested UNEs that are currently combined. (47 CFR § 51.315(b)) **SBC-13STATE** is not prohibited from or otherwise limited in separating any UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a UNE(s) or other **SBC-13STATE** offering(s).

2.4 As provided for herein, **SBC-13STATE** will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, **SBC-13STATE** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).

2.5 **SBC-13STATE** will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.

2.6 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **SBC-13STATE** provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).

2.7 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

2.8 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of **SBC-13STATE**.

2.9 Performance of UNEs

2.9.1 Each UNE will be provided in accordance with **SBC-13STATE** Technical Publications or other written descriptions, if any, as changed from time to time by **SBC-13STATE** at its sole discretion.

2.9.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with 47 CFR § 51.325.

2.9.3 **SBC-13STATE** may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for UNEs from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension **SBC-13STATE** places on itself for orders from its End Users.

2.9.4 CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations, or procedure of **SBC-13STATE**, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.10 Qualifying Services Conditions

2.10.1 As conditions to accessing and using any UNE (whether on a stand-alone basis or in combination with other UNEs or otherwise) CLEC must continuously meet each of the following:

2.10.1.1 CLEC must be a Telecommunications Carrier. CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify **SBC-13STATE** immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify **SBC-13STATE** shall constitute material breach of this Agreement.

2.10.1.2 CLEC must be providing one or more Qualifying Services to either residential or business End Users using that particular UNE.

2.10.1.2.1 "Qualifying Service" is defined as a Telecommunications Service provided in direct competition with a Telecommunications Service that has been traditionally the exclusive or primary domain of **SBC-13STATE** (e.g., local exchange services such as POTS and local data service, or access services such as xDSL and hi-capacity circuits).

2.10.1.2.1.1 For purposes of this Section, "local" means within the **SBC-13STATE** designated local calling area in which the requested UNE is provided.

2.10.1.3 CLEC must be providing that Qualifying Service(s) on a "Common Carrier" basis.

2.10.1.3.1 For purposes of determining whether CLEC is providing the Qualifying Service(s) on a "Common Carrier" basis, the phrase "Common Carrier" shall be interpreted as in *National Ass'n. of Regulatory Utility Commissioners v. FCC*, 533 F.2d 601, 608-09 (1976) (*NARUC II*)" (CLEC (1) holds itself out to serve indifferently all potential users, and (2) allows its End Users to transmit intelligence of their own design and choosing).

2.10.1.3.2 By way of example only, the self-provision of access services used solely as an input to provide a retail interexchange service does *not* qualify as the provision of exchange access on a Common Carrier basis.

2.10.2 Where CLEC combines UNEs (including a combination of UNEs with network elements possessed by CLEC or otherwise, each as may be permitted under this Agreement), CLEC must satisfy the Qualifying Services conditions as to each UNE used in the particular combination.

2.10.3 Satisfaction of the Qualifying Service(s) conditions is required in addition to any other eligibility criteria that must also be met.

2.10.4 By ordering, accessing or using a UNE (whether on a stand-alone basis, in combination with other UNEs, with a network element possessed by CLEC, or otherwise) CLEC continuously represents and warrants that it satisfies the Qualifying Service(s) conditions as to the particular UNE, UNEs or combination of UNEs. Additionally, CLEC agrees to provide written certification upon **SBC-13STATE** request identifying:

2.10.4.1 the Telecommunications Service it will provide using the UNE; and

2.10.4.2 which core **SBC-13STATE** service the Telecommunications Service directly competes with by providing a detailed description of the Telecommunications Service that will be provided and by designating the core ILEC service(s) with which it competes.

2.10.4.3 This Section 2.10.4 is in addition to any other certification to eligibility criteria that may be required by Section 2.10.5, below, or other provisions hereof**.**

2.10.5 **SBC-13STATE** has no obligation to provide any UNE (whether on a stand-alone basis, in combination with other UNEs, with a network element possessed by CLEC, or otherwise) unless CLEC continuously meets the Qualifying Services conditions for that UNE. If CLEC does not meet the Qualifying Services conditions or, for any reason, stops meeting the Qualifying Services conditions for a particular UNE (whether on a stand-alone basis, or in combination with other UNEs,

with a network element possessed by CLEC, or otherwise), CLEC shall not request such UNE or continuing using such UNE. Failure to provide accurate certifications that CLEC is providing a Qualifying Service(s) with such UNE, or to actually provide a Qualifying Service(s) on a "Common Carrier" basis with such UNE, constitutes a material breach of this Agreement. Accordingly, in addition to any other audits or reviews contemplated by this Agreement, **SBC-13STATE** may request and/or review CLEC's Qualifying Services certifications at any time, even after the UNE has been provided to CLEC, and may discontinue providing that UNE(s) (including a combination(s) (as defined herein) including that UNE(s)) upon 90 days' advance written notice to CLEC if CLEC's certifications indicate that it is not using UNE(s) to provide Qualifying Services or if CLEC is, in fact, not using UNE(s) to provide Qualifying Services. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.10 "Qualifying Services Conditions" in all cases and, further, the failure of **SBC-13STATE** to require such compliance, including if **SBC-13STATE** provides or continues to provide, access to a UNE (whether on a stand-alone basis, in combination(s) with other UNEs, or otherwise, that does not meet the Qualifying Services conditions, including those in this Section 2.10, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

2.10.6 CLEC may only use a UNE (whether on a stand-alone basis, in combination(s) with other UNEs, with a network element possessed by CLEC, or otherwise), to provide a Non-Qualifying Service only to the extent that CLEC is permitted such use of that particular UNE by FCC rules and orders.

2.10.6.1 A "Non-Qualifying Service" is a service that is not a Qualifying Service.

2.10.6.2 CLEC may not access any UNE for the sole purpose of providing a Non-Qualifying Service(s).

2.10.7 By way of example, use of a UNE (whether on a stand-alone basis or in combination with other UNEs), with a network element possessed by CLEC or otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a UNE to provide a Qualifying Service.

2.11 Pre-Existing Combinations

2.11.1 **SBC-13STATE** shall provide "Pre-existing Combinations" of UNEs as set forth below. A Pre-existing Combination includes all orders within the definition of "Contiguous Interconnection of Network Elements."

2.11.1.1 "Contiguous Interconnection of Network Elements" means the situation when CLEC orders all the **SBC-13STATE** UNEs required either

(1) to convert to a combinations of UNEs-only (which must include Local Loop UNE and ULS) an **SBC-13STATE** End User, another carrier's pre-existing End User served exclusively using UNEs, or CLEC's or another carrier's resale End User; or

(2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for CLEC (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) with the only change needed being to route the operator service and directory assistance ("OS/DA") calls from the End User to be served by that Pre-Existing Combination to CLEC's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, *e.g.*, call waiting for

residential local service, and/or (d) at the time of the order and when the order is worked by **SBC-13STATE**, the End User in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, *e.g.*, the loop facility is being used to provide both a voice service and also an xDSL service. (Section 2.11.1.1(2)(b) applies only to orders involving customized routing after customized routing has been established to CLEC's OS/DA platform from the relevant **SBC-13STATE** local switch, including CLEC's payment of all applicable charges to establish that routing.)

2.12 Where processes for any UNE requested pursuant to this Agreement are not already in place, **SBC-13STATE** will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.13 Notwithstanding anything in this Agreement or in any amendment **SBC-13STATE** shall have no obligation to provide UNEs beyond those UNEs required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders, or where UNEs are not requested for permissible purposes.

3. ACCESS TO UNE CONNECTION METHODS

3.1 Subject to Section 2 of this Appendix UNE, **SBC-13STATE** shall provide Access to UNE Connection Methods under the following terms and conditions in this subsection

3.2 This Section describes the connection methods under which **SBC-13STATE** agrees to provide CLECs with access to unbundled loops, switch ports, and dedicated transport and the conditions under which **SBC-13STATE** makes these methods available. These methods provide CLEC access to multiple **SBC-13STATE** UNEs that the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.2.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine UNE local loops, Unbundled Local Circuit Switching ports, and Unbundled Dedicated Transport within a requested **SBC-13STATE** Central Office.

3.2.1.1 (Method 1)

SBC-13STATE will extend **SBC-13STATE** UNEs requiring cross connection to the CLEC's Physical or Virtual Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged or shared cage arrangement or Virtually Collocated, within the same Central Office where the UNEs which are to be combined are located. For Collocation terms and conditions refer to the Physical and Virtual Collocation Appendices.

3.2.1.2 (Method 2)

SBC-13STATE will extend **SBC-13STATE** UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.2.1.3 (Method 3)

SBC-13STATE will extend **SBC-13STATE** UNEs to the CLEC's UNE frame that is located outside the **SBC-13STATE** Central Office where the UNEs are to be combined in a closure such as a cabinet provided by **SBC-13STATE** on **SBC-13STATE** property.

3.3 The following terms and conditions apply to Methods 2 and 3 when **SBC-13STATE** provides access pursuant to Sections 3.2.1. 2 and 3.2.1.3:

3.3.1 The CLEC may cancel the request at any time, but will pay **SBC-13STATE**'s reasonable and demonstrable costs for modifying **SBC-13STATE**'s Central Office up to the date of cancellation.

3.3.2 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.

3.3.3 CLEC shall refer trouble sectionalized in the **SBC-13STATE** UNE to **SBC-13STATE**.

3.3.4 Prior to **SBC-13STATE** providing access to UNEs under this Appendix, CLEC and **SBC-13STATE** shall provide each other with a point of contact for overall coordination.

3.3.5 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs when CLEC combines or disconnects UNEs.

3.3.6 CLEC shall designate each UNE being ordered from **SBC-13STATE**. CLEC shall provide an interface to receive assignment information from **SBC-13STATE** regarding location of the affected UNEs. This interface may be manual or mechanized.

3.3.7 **SBC-13STATE** will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **SBC-13STATE** shall be referred to such contact numbers.

3.3.8 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.

3.3.8.1 Where applicable, costs for modifying a building or preparing the premises for access to **SBC-13STATE** UNEs will be made on an individual case basis (ICB).

3.3.8.2 **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.

4. ADJACENT LOCATION

4.1 Consistent with Section 2.1 of this Appendix UNE, **SBC-13STATE** shall provide Adjacent Location provision under the following terms and conditions in this subsection.

4.2* This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions in which **SBC CALIFORNIA** offers the Adjacent Location Method.

4.3* The Adjacent Location Method allows a CLEC to access loops, switch ports, and dedicated transport for a CLEC location adjacent to a **SBC CALIFORNIA** Central Office as identified by **SBC CALIFORNIA**. Under this method **SBC CALIFORNIA** UNEs will be extended to the adjacent location, via copper cabling provided by the CLEC, which the CLEC can then utilize to provide Telecommunications Service.

4.4* This method requires the CLEC to provide copper cable, greater than 600 pairs, to the last manhole outside the **SBC CALIFORNIA** Central Office. The CLEC shall provide enough slack for **SBC CALIFORNIA** to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).

4.5* The CLEC will obtain all necessary rights of way, easements, and other third party permissions.

4.6* The following terms and conditions apply when **SBC CALIFORNIA** provides the adjacent location:

4.6.1 The CLEC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.

4.7* The installation interval applies on an individual application basis. The CLEC is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.

4.8* The CLEC will provide the excess cable length necessary to reach the **SBC CALIFORNIA** IDF in the **SBC CALIFORNIA** Central Office where CLEC requests connection.

4.9* The CLEC will be responsible for testing and sectionalization of facilities from the End User's location to the entrance manhole.

4.10* *The CLEC should refer any sectionalized trouble determined to be in **SBC CALIFORNIA**'s facilities to **SBC CALIFORNIA**.

4.11* The CLEC's employees, agents and contractors will be permitted to have access to the CLEC's cable where it is delivered to **SBC CALIFORNIA** (outside the entrance manhole). The CLEC is only able to enter the entrance manhole to splice under a duct lease agreement. If the CLEC leases ducts to get to the Central Office then CLEC has the right to splice the manholes on the route, including the entrance manhole.

4.12* In order for **SBC CALIFORNIA** to identify the entrance manhole for the CLEC, the CLEC must specify the direction from which the cable originates. **SBC CALIFORNIA** will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, the CLEC will pay for the construction on an Outside Plant Custom Work Order.

4.13* The CLEC will retain all assignment control. **SBC CALIFORNIA** will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the **SBC CALIFORNIA** frame.

4.14* The CLEC will pay Time and Materials charges when **SBC CALIFORNIA** dispatches personnel and failure is in the CLEC's facility.

4.15* **SBC CALIFORNIA** will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of the CLEC. **SBC CALIFORNIA** limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.

4.16* Prior to **SBC CALIFORNIA** providing the Adjacent Location Method in this Appendix, the CLEC and **SBC CALIFORNIA** shall provide each other with a single point of contact for overall coordination.

4.17* The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

5. LIFTING OF OR NON-EXISTENCE OF UNBUNDLING OBLIGATION ("DECLASSIFICATION")

5.1 As used in this Appendix UNE and Agreement, "Declassified" or "Declassification" means the situation where **SBC-13STATE** is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act, including, but not limited to (a) by operation of

* Section 4 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1

either the *Triennial Review Order* released by the FCC 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; or (b) the issuance of a finding by the FCC or a State Commission that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis. Declassification can, for example, occur on an element-specific, route-specific or geographically-specific basis or a class of elements basis.

5.1.1 By way of example only, and without limitation, Declassified elements include any of the following: (i) any unbundled dedicated transport or dark fiber facility that is no longer encompassed within this Appendix UNE's terms applicable to Dedicated Transport or Dedicated Transport Dark Fiber, or Loop Dark Fiber (including, but not limited to entrance facilities); (ii) DS1 Dedicated Transport, DS3 Dedicated Transport, DS1 UNE Loop, DS3 UNE Loop, or Dark Fiber Transport on a route(s) or in an area as to which a State Commission or the FCC finds that requesting Telecommunications Carriers are not impaired without access to such elements; (iii) ULS for Enterprise Customers (as defined in Section 11 of this Appendix UNE); (iv) ULS for Mass Market Customers (as defined in Section 11 of this Appendix UNE) in any market in which a State Commission or the FCC finds requesting Telecommunications Carriers are not impaired without access to such element; (v) Local Switching subject to the FCC's four-line carve-out rule as described in *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, 15 FCC Rcd 3822-31 (1999); (vi) OCn Loops and OCn Dedicated Transport; (vii) the Feeder portion of the Loop; (viii) Line Sharing; (ix) an EEL that does not meet the Mandatory Eligibility Criteria set forth in Section 2.15 of this Appendix UNE; (x) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with CLEC's use of **SBC-13STATE**'s ULS for Mass Market Customers (as defined in Section 11 of this Appendix UNE); (xi) SS7 signaling that is not provisioned in connection with CLEC's use of **SBC-13STATE**'s ULS for Mass Market Customers (as defined in Section 11 of this Appendix UNE); (xii) Packet switching, including routers and DSLAMs; (xiii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops (as defined in 47 CFR 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; (xiv) Fiber-to-the-Home Loops (as defined in 47 CFR 51.319(a)(3)) ("FTTH Loops"), except to the extent that **SBC-13STATE** 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-13STATE** will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH loop on an unbundled basis; or (xv) any element or class of elements as to which a State Commission or the FCC makes a general finding that requesting Telecommunications Carriers are not impaired without access to such element or class of elements.

5.2 CLEC is not entitled to obtain (or continue with) access to any network element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other UNEs or otherwise, once such network element has been or is Declassified or subject to Declassification.

5.3 Transitional Provisions for Declassified Elements

5.3.1 In accordance with, but only to the extent required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders, **SBC-13STATE** will abide by Declassification transitional procedures for specific elements as set forth in this Appendix UNE, e.g. in Section 8 (Local Loop), Section 11 (Local Circuit Switching), Section 13 (Unbundled Dedicated Transport), Section 14 (Dedicated Transport and Loop Dark Fiber) and elsewhere in this Agreement. With respect to any Declassified element not addressed elsewhere in this Appendix UNE or the Agreement, **SBC-13STATE** will notify CLEC in writing as to any particular element previously made available to CLEC on an unbundled basis that has been or becomes Declassified, as defined herein. During a transitional period of thirty (30) days from the date of such notice, **SBC-13STATE** agrees

to continue providing the Declassified element(s) addressed in the notice to CLEC under the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) day period, unless CLEC has submitted an LSR or ASR, as applicable, to **SBC-13STATE** requesting disconnection or other discontinuance of the Declassified element(s), **SBC-13STATE** shall convert the subject Declassified element(s) to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as **SBC-13STATE** and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and **SBC-13STATE** have failed to reach agreement as to a substitute service within such thirty (30) day period, then **SBC-13STATE** may disconnect the Declassified element(s).

5.3.1.1 Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, with respect to any dark fiber facility that, pursuant to the terms of this Appendix UNE, is (or becomes) a Declassified element, the transition period shall be ninety (90) days from the date of the aforementioned notice; and provided, further, that unless the Parties have been able to negotiate a suitable transitional services agreement for such dark fiber facility within that ninety (90) day period, **SBC-13STATE** shall no longer be obligated to provide the Declassified dark fiber facility in question to CLEC.

5.3.1.2 Where the Declassified element(s) are converted to an analogous access service, **SBC-13STATE** shall provide such service(s) at the month-to-month rates, and in accordance with the terms and conditions of **SBC-13STATE**'s applicable access tariff, with the effective bill date being the first day following the thirty (30) day notice period. CLEC shall pay all applicable termination charges, if any, for any Declassified element(s) that CLEC requests **SBC-13STATE** to disconnect, or that **SBC-13STATE** disconnects as a result of the Parties' failure to reach agreement on a substitute service.

5.4 The provisions set forth in this Section 5, including but not limited to the Transitional Provisions for Declassified Elements as set forth in Section 5.2, like the other transitional provisions set forth in this Appendix UNE, are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 5 to be implemented or effective as provided above.

6. BONA FIDE REQUEST

6.1 Subject to Section 2 of this Appendix UNE, **SBC-13STATE** shall process BFR requests under the following terms and conditions in this subsection.

6.2 The Bona Fide Request process described in Item I of this Section 6 applies to each Bona Fide Request submitted in the **SBC-10STATE** and **SBC NEVADA** Territory. The Bona Fide Request process described in Item II of this Section 6 shall apply to each Bona Fide Request submitted in the **SBC 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 **SBC CALIFORNIA** 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 6 (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**.

6.3 **Item I**

SBC-10STATE, SBC NEVADA
Bona Fide Request Process

6.3.1 A Bona Fide Request (**"BFR"**) is the process by which CLEC may request **SBC-10STATE**, **SBC NEVADA** to provide CLEC access to an additional or new, undefined UNE, that is required to be provided by **SBC-10STATE, SBC NEVADA** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.

6.3.2 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.

6.3.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the respective sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested UNE, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

6.3.4 CLEC is responsible for all costs incurred by **SBC-10STATE**, **SBC NEVADA** to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate **SBC-10STATE**, **SBC NEVADA** for its costs incurred to complete the Preliminary Analysis of the BFR:

6.3.4.1 Include with its BFR Application Form a $2,000 deposit to cover **SBC-10STATE, SBC NEVADA**'s preliminary evaluation costs, in which case **SBC-10STATE**, **SBC NEVADA** may not charge CLEC in excess of $2,000 to complete the Preliminary Analysis; or

6.3.4.2 Not make the $2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by **SBC-10STATE**, **SBC NEVADA** to complete the preliminary Analysis (regardless of whether such costs are greater or less than $2,000).

6.3.5 If CLEC submits a $ 2,000 deposit with its BFR, and **SBC-10STATE**, **SBC NEVADA** is not able to process the Request or determines that the Request does not qualify for BFR treatment, then **SBC-10STATE**, **SBC 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.

6.3.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay **SBC-10STATE**, **SBC NEVADA** its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **SBC-10STATE**, **SBC 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.

6.3.7 **SBC-10STATE**, **SBC NEVADA** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **SBC-10STATE**, **SBC NEVADA** will acknowledge receipt of the BFR and in such acknowledgement advice 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-10STATE**, **SBC NEVADA** has received a complete and accurate BFR Application Form and, if applicable, $2,000 deposit.

6.3.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR **SBC-10STATE**, **SBC NEVADA** will provide to CLEC a preliminary analysis of such Request (the **"Preliminary Analysis"**). The Preliminary Analysis will (i) indicate that **SBC-10STATE**, **SBC NEVADA** will offer the Request to CLEC or (ii) advise CLEC that **SBC-10STATE**, **SBC NEVADA** will not offer the Request. If **SBC-10STATE**, **SBC NEVADA** indicates it will not offer the Request, **SBC-10STATE**, **SBC 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-10STATE**, **SBC NEVADA** under the Act and/or, (iii) that the BFR is not the correct process for the request.

6.3.9 If the Preliminary Analysis indicates that **SBC-10STATE**, **SBC NEVADA** will offer the Request, CLEC may, at its discretion, provide written authorization for **SBC-10STATE**, **SBC 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-10STATE**, **SBC 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-10STATE**, **SBC NEVADA** all demonstrable costs as set forth above. Any request by CLEC for **SBC-10STATE**, **SBC NEVADA** to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

6.3.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **SBC-10STATE**, **SBC NEVADA** shall provide to CLEC a BFR Quote.

6.3.11 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-10STATE**, **SBC 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 the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. If **SBC-10STATE**, **SBC 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-10STATE**, **SBC NEVADA** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

6.3.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

6.3.13 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 forth in the General Terms and Conditions section of this Agreement.

6.4* **Item II**

SBC SNET Bona Fide Request Process

6.4.1 The Bona Fide Request provisions set forth in Item I of Section 6 shall apply to BFRs submitted to **SBC SNET**, with the following exceptions:

6.4.2 Section 6.3.1 is amended to add the following: A CLEC may submit a BFR to request new UNEs, provided the request is not covered by one of the following conditions:

6.4.2.1 The UNEs 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.

6.4.2.2 The UNEs 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.

6.4.2.3 The UNEs requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.

6.4.2.4 If the request is covered by one of the conditions listed above, **SBC SNET** will make these items generally available.

6.4.3 Sections 6.3.3 and 6.3.4 are amended as follows: No charges apply for **SBC SNET** to prepare the Preliminary Analysis.

6.4.4 Section 6.3.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by **SBC SNET** after **SBC 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 **SBC 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 **SBC SNET** receives the written notice of cancellation from CLEC. However, if **SBC 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 **SBC SNET** or the estimate in the BFR Quote plus twenty percent (20%).

6.4.5 Section 6.3.7 is amended as follows: **SBC SNET** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SBC 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 **SBC SNET** has received a complete and accurate BFR Application Form.

6.4.6 **SBC SNET** will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.

* Section 6.4 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

6.4.7 For **SBC 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 the Department on the matter in dispute.

6.5 **Item III**

SBC CALIFORNIA Bona Fide Request Process

6.5.1 The Bona Fide Request provisions set forth in Item I of Section 6 shall apply to BFRs submitted to **SBC CALIFORNIA**, with the following exceptions:

6.5.2 Section 6.3.1 is amended as follows: A Bona Fide Request (**"BFR"**) is the process by which CLEC may request **SBC CALIFORNIA** to provide CLEC access to an additional or new, undefined UNE.

6.5.3 Interconnection arrangement, or other (a "Request"), that is required to be provided by **SBC CALIFORNIA** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.

6.5.4 Section 6.3.3 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.

6.5.5 Section 6.3.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **SBC CALIFORNIA** will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that **SBC CALIFORNIA** will offer the request. The Preliminary Analysis provided by **SBC CALIFORNIA** will include cost categories (material, labor and other) and high level costs for the request. **SBC CALIFORNIA** 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).

6.5.6 If the BFR is denied, **SBC CALIFORNIA** 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, interconnection or other arrangement required by law.

6.5.7 If **SBC CALIFORNIA** refers CLEC to an alternate process, 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.

* Section 6.5 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

7. NETWORK INTERFACE DEVICE

7.1 Subject to Section 2 of this Appendix UNE, **SBC-13STATE** shall provide Network Interface Device under the following terms and conditions in this subsection.

7.2 The Network Interface Device (NID) UNE is defined as any means of interconnection of End User premises wiring to **SBC-13STATE**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-13STATE** offers nondiscriminatory access to the NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the NID is offered as specified below (**SBC-12STATE**) or by tariff (**SBC SNET**).

7.3 **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.

7.4 CLEC may connect to the End User's premises wiring through the **SBC-12STATE** NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **SBC-12STATE** based on Time and Material charges. **SBC-12STATE**, at the request of CLEC, will disconnect the **SBC-12STATE** local loop from the NID, at charges reflected in the state specific Appendix Pricing.

7.5 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.

7.6 The **SBC-12STATE** NIDs that CLEC uses under this Appendix will be existing NIDs installed by **SBC-12STATE** to serve its End Users.

7.7 CLEC shall not attach to or disconnect **SBC-12STATE**'s ground. CLEC shall not cut or disconnect **SBC-12STATE**'s loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

7.8 CLEC, who has constructed its own NID at a premises and needs only to make contact with **SBC-12STATE**'s NID, can disconnect the End User's wiring from **SBC-12STATE**'s NID and reconnect it to the CLEC's NID.

7.9 If CLEC requests any additional type of access to the NID not specifically referenced above, **SBC-12STATE** will consider the requested type of access via a mutually feasible method, to be facilitated via the Bona Fide Request (BFR) Process.

8. LOCAL LOOP

8.1 Subject to Section 2 of this Appendix UNE, **SBC-13STATE** shall provide Local Loop under the following terms and conditions in this subsection.

8.2 Pursuant to applicable FCC rules, a local loop network element is a transmission facility between a distribution frame (or its equivalent) in an **SBC-13STATE** Central Office and the loop demarcation point at an End User premises. Therefore, consistent with the applicable FCC rules, **SBC-13STATE** will make available the UNE loops set forth herein below between a distribution frame (or its equivalent) in an **SBC-13STATE** Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that **SBC-13STATE** shall not be obligated to provision any of the UNE loops

provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by **SBC-13STATE**. The local loop 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 CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). The local loop includes, but is not limited to copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [*e.g.*, DS0s and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services), DS1, DS3, and dark fiber, where such loops are deployed in **SBC-13STATE** wire centers. CLEC agrees to operate each loop type within applicable technical standards and parameters.

8.2.1 When a local loop is ordered to a high voltage area, the Parties understand and agree that the local loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's End User. Therefore, any request by CLEC for a local loop to a high voltage area will be submitted by CLEC to **SBC-13STATE** via the BFR process set forth in Section 6 hereinabove and CLEC shall be required to pay **SBC-13STATE** for any HVPE that is provisioned by **SBC-13STATE** to CLEC in connection with the CLEC's UNE loop order to the high voltage area.

8.3 The following types of local loops will be provided at the rates, terms, and conditions set forth in this Appendix (**SBC-12STATE**) or by tariff (**SBC-SNET**) and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff (**SBC-SNET**):

8.3.1 2-Wire Analog Loop

8.3.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

8.3.1.2 If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) **SBC-12STATE** will, where available, move the requested unbundled loop(s) to a spare, existing all-copper or universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, as defined above, **SBC-12STATE** will within two (2) business days of CLEC's request, notify CLEC of the lack of available facilities.

8.3.2 4-Wire Analog Loop

8.3.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

8.3.3 2-Wire Digital Loop

8.3.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps, including overhead.

8.3.4 4-Wire Digital Loop

8.3.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

8.3.4.2 UNE 4-Wire Digital Loops (DS1) will be offered and/or provided only where such Loops have not been Declassified.

8.3.4.3 The procedures set forth in Section 8.4, below will apply in the event 4-Wire Digital Loops (DS1) are or have been Declassified.

8.3.5 DS3 Digital Loop

8.3.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the **SBC-13STATE** Central Office to the end user premises.

8.3.5.2 DS3 UNE loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.5.3 The procedures set forth in Section 8.4, below will apply in the event DS3 Digital Loops are or have been Declassified.

8.3.5.4 DS3 Loop "Caps"

8.3.5.4.1 **SBC 13-STATE** is not obligated to provide to CLEC more than two (2) DS3 UNE loops per requesting carrier to any single End User premise location; accordingly, **SBC-13STATE** may reject CLEC orders for DS3 Loops once CLEC has already obtained two of these types of loops at the same End User premise location. Further, even if **SBC-13STATE** accepts such orders, it may, without further notice or liability, reject future orders and further provisioning of DS3 Loops at the same End User premises location. At **SBC-13STATE**'s option it may accept the order, but convert any DS3 Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Loop(s) as of the date of provisioning.

8.4 Declassification Procedure

8.4.1 In the event of Declassification of 4-Wire Digital Loops (DS1) or DS3 Digital Loops already purchased by CLEC on an unbundled basis from **SBC-13STATE**, **SBC-13STATE** will provide written notice to CLEC of such Declassification. Within 30 days from the date of the written notice, the affected Unbundled Loops will be converted to Special Access product and applicable revised charges and non-recurring charges will apply to CLEC for such product.

8.4.2 Products provided by **SBC-13STATE** in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section where such Loops are Declassified.

8.4.3 The Parties agree that activity by **SBC-13STATE** under this Section 8.4 shall not be subject to the Network Disclosure Rules.

9. SUB-LOOP ELEMENTS

9.1 Subject to Section 2 of this Appendix UNE, **SBC-12STATE** shall provide Sub-Loop Elements under the following terms and conditions in this subsection.

9.2 **SBC-12STATE** will provide sub-loop elements as UNEs as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, **SBC SNET** does not offer Subloop elements under this Agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.

9.2.1 A subloop is a smaller included segment of **SBC-12STATE**'s local loop plant, i.e., a portion of the loop from some technically accessible terminal beyond **SBC-12STATE**'s central office and the network demarcation point, including that portion of the loop, if any, which **SBC-12STATE**'s owns and controls inside the End User premises.

9.3 Definitions pertaining to the Sub-Loop

9.3.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.

9.3.2 "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.

9.3.3 "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.

9.3.4 "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.

9.3.5 "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.

9.3.6 "MTE" for the purpose of Term To NID subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.

9.3.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

9.3.8 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

9.3.9 "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.

9.3.10 SPOI" is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, **SBC-12STATE** will construct a SPOI only to those multiunit premises where **SBC-12STATE** has distribution facilities to the premises and **SBC-12STATE** either owns, controls, or leases the inside wire, if any, at such premises. If **SBC-12STATE** has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. **SBC-12STATE**'s obligation to build a SPOI for

multiunit premises only arises when CLEC indicates that it will place an order for an unbundled subloop network element via a SPOI.

9.3.11 "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.

9.3.12 "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).

9.4 **SBC-12STATE** will offer the following subloop types:

9.4.1 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).

9.4.2 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).

9.5 Left Blank Intentionally.

9.6 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.

9.7 If a Term to NID subloop has been disconnected and thus an end-user is no longer receiving service via that subloop, and such subloop has been determined to be a non-defective pair, then that subloop would be considered an existing spare portion of the loop, based on a first come first served basis.

9.8 Copper Subloops

9.8.1 Access to terminals for copper subloops is defined to include:

- any technically feasible point near the End User premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the End User premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
- the Terminal (underground or aerial).

9.9 CLEC may request access to the following copper subloop segments:

FROM:	TO:
1. Serving Area Interface or Feeder Distribution Interface	Terminal
2. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
3. Terminal	Network Interface Device
4. NID	Stand Alone
5. *SPOI (Single Point of Interface)	Stand Alone

* 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.

9.12 Provisioning

9.12.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

9.12.2 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

9.13 Maintenance

9.13.1 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the **SBC-12STATE** switch/testing equipment will be lost.

9.13.2 CLEC shall isolate trouble to the **SBC-12STATE** Subloop portion of the CLEC's service before reporting trouble to **SBC-12STATE**.

9.13.3 **SBC-12STATE** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches **SBC-12STATE** on a trouble report and the fault is determined to be in the CLEC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

9.13.4 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.

9.13.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where CLEC has a SAA, **SBC-12STATE** repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all End Users to be restored in the least amount of time. Should the CLEC cabling require replacement, **SBC-12STATE** will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

9.14 Subloop Access Arrangements

9.14.1 Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **SBC-12STATE** subloop network.

9.14.2 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.

9.14.3 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.

9.14.4 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.

9.14.5 Subloop inquiries do not serve to reserve subloop(s).

9.14.6 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.

9.14.7 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.

9.14.8 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.

9.14.9 Except as set forth below in this Section 9.14.9, 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 9.14.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, **SBC-12STATE** will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

9.14.10 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.

9.14.11 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.

9.14.12 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.

9.14.13 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.

9.14.14 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.

9.15 Subloop Access Arrangement (SAA) Access Points

9.15.1 SAI/FDI, ECS, SPOI, or Terminal

9.15.1.1 CLEC cable to be terminated in a **SBC-12STATE** SAI/FDI, or Terminal, shall consist of 22 or 24-guage 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.

9.15.1.2 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.

9.15.1.3 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and **SBC-12STATE** will stub out a cable from the SAI/FDI or Terminal, which **SBC-12STATE** will splice to the CLEC cable at the meet point.

9.15.1.4 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.

9.15.1.5 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.

9.15.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points are all terminated to assignable cable pairs, **SBC-12STATE** 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.

9.16 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID

9.16.1 **SBC-12STATE** shall notify CLEC of pending relocation as soon as **SBC-12STATE** receives such notice.

9.16.2 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.

9.16.3 **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.

9.16.4 CLEC shall notify **SBC-12STATE** of acceptance or rejection of the new SCA within 10 business days of its receipt of **SBC-12STATE**'s estimate.

9.16.5 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.

9.16.6 Should CLEC decide not to continue the SAA, CLEC will notify **SBC-12STATE** as to the date that **SBC-12STATE** may remove CLEC's facilities from that SAA. CLEC will pay **SBC-12STATE** for all costs associated with the removal of the CLEC's SAA.

9.16.7 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.

9.17 Establishment of Intermediary Box for CLEC Access to Term to NID MTE Subloop Segment

9.17.1 As an alternative to the establishment of a Subloop Access Arrangement in those instances where CLEC wishes to access/lease **SBC-12STATE** Term to NID subloop segments in order to serve its End Users at MTEs in **SBC-12STATE** ("Term to NID MTE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Subloop Segment cross-connect leased from **SBC-12STATE** within the intermediary box (in order to obtain access to **SBC-12STATE** Term to NID MTE Subloop Segments). In the event CLEC wishes to access **SBC-12STATE** Term to NID MTE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

9.17.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the SBC terminal.

9.17.1.2 The intermediary box shall contain blocks that meet **SBC-12STATE**'s published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the **SBC-12STATE** technician the ability to run jumper/cross connect from **SBC-12STATE** terminal to the intermediary box.

9.17.1.3 LEC agrees that the **SBC-12STATE** technician shall run the jumper/cross-connect from **SBC-12STATE**'s serving terminal to CLEC's intermediary box, in order for CLEC to access **SBC-12STATE** Term to NID MTE Subloop Segments in **SBC-12STATE**. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's intermediary box.

9.17.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Subloop Segments from **SBC-12STATE**.

9.17.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to **SBC-12STATE** associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Subloop Segment including, without limitation: transferring the End User's service from **SBC-12STATE** to CLEC, providing **SBC-12STATE** with CFA prior to ordering and the assigning of a specific Term to NID MTE Subloop Segment(s).

9.17.1.6 The ordering procedures for the Term to NID MTE Subloop Segment will be the same as those that apply to subloop UNEs today and shall be submitted to **SBC-12STATE** by CLEC via a Local Service Request ("LSR").

9.17.1.7 SBC**-12STATE** will upon receipt of the LSR from CLEC for a Term to NID MTE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the **SBC-12STATE** terminal to the CLEC intermediary box. **SBC-12STATE** must have access to the intermediary box for completion of the order.

9.17.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Subloop Segments in **SBC-12STATE** only, CLEC may elect to lease from **SBC-12STATE** Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Subloop Segment" In the event CLEC wishes to lease the Term to NID MTE Subloop Segment from **SBC-12STATE** in lieu of **SBC-12STATE**'s standard Term to NID subloop segment addressed in this Section 9.17.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Subloop Segment.

9.18 Establishment of Term to NID MTE Subloop Segment When no Intermediary Box is installed

9.18.1 In those instances where CLEC elects not to install an intermediary box or to have **SBC-12STATE** install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from **SBC-12STATE** Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE Subloop Segment from **SBC-12STATE** in lieu of **SBC-12STATE**'s standard Term to NID subloop segment addressed in Section 9.17.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Subloop Segment. In such cases, **SBC-12STATE** will provide CLEC with access to the Term To NID MTE subloop via a cross connect. The SBC technician will tag appropriately and will leave up to two feet of exposed wire at **SBC-12STATE**'s terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's terminal.

9.18.2 If CLEC elects this option to obtain access to the Term To NID subloop in an MTE Environment, neither the **SBC-12STATE** SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the **SBC-12STATE** cross- connect, **SBC-12STATE** could not require any CFA information from CLEC.

10. ENGINEERING CONTROLLED SPLICE (ECS)

10.1 Subject to Section 2 of this Appendix UNE, **SBC-12STATE** shall provide to Engineering controlled Splice under the following terms and conditions in this subsection.

10.2 Although under no obligation to do so at non-Pronto sites, as a voluntary offering**, SBC-12STATE** will also make available an Engineering Controlled Splice (ECS), which will be owned by **SBC-12STATE**, for CLECs to gain access to subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements.

10.3 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

10.3.1 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-12STATE** will construct any Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If **SBC-12STATE** 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, CLEC will not be liable for such extra costs.

10.3.2 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-12STATE** places more pairs at the splice.

10.3.3 **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-12STATE** will construct the engineering controlled splice, the ECS maybe owned by **SBC-12STATE** or the CLEC (depending on the specific arrangement) at the option of **SBC-12STATE**.

10.3.4 If more than one requesting Telecommunications Carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial Telecommunications Carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.

10.3.5 **SBC-12STATE** may require a separate SCA for each remote terminal site.

10.3.6 Except as set forth below in this Section 10.3.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop is to be provisioned by **SBC-12STATE**. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. **SBC-12STATE** will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 9.14.7. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, **SBC-12STATE** 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.

10.4 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

10.4.1 Dedicated Facility Option (DFO)

10.4.1.1 CLEC may request **SBC-12STATE** 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.

10.4.1.2 CLEC must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.

10.4.1.3 CLECs will compensate **SBC-12STATE** 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.

10.4.2 Cross-connected Facility Option (CFO)

10.4.2.1 CLEC may request **SBC-12STATE** build an ECS cross-connect junction on which to terminate CLEC's SAA facility.

10.4.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of **SBC-12STATE** cabling between the ECS and the RT and/or SAI, and the inventorying of that **SBC-12STATE** cabling.

10.4.2.3 CLEC must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

10.4.2.4 CLECs will compensate **SBC-12STATE** for the charges incurred by **SBC-12STATE** derived from the CLEC's request for the SCA.

10.5 The introduction of an ECS creates the following additional copper subloop segments:

	FROM:	TO:
1.	RT	Serving Area Interface or Feeder Distribution Interface
2.	RT	Terminal
3.	RT	NID

11. LOCAL CIRCUIT SWITCHING

11.1 Subject to Section 2 of this Appendix UNE, **SBC-12STATE** shall provide Unbundled Local Circuit Switching, including tandem switching (ULS) under the following terms and conditions in this subsection. ULS is defined as follows:

11.1.1 all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and

11.1.2 all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions.

11.1.3 **SBC SNET** shall provide unbundled local circuit switching pursuant to Sections 18.2.6 (Local Switching), 18.2.7 (Tandem Switching), 18.2.11 (Unbundled Network Element – Local Switching/Shared Transport) and, to the extent applicable, Section 18.2.10 (Unbundled Network Element-Rebundled Service (UNE-RS)) of the Connecticut Access Service Tariff, as may be modified from time to time. Those Tariff Sections apply as may be supplemented by this Section (e.g., specific provision applies to **SBC-13STATE**, application to **SBC SNET** expressly addressed) and, to the extent of any inconsistency between such Tariff Sections and a supplementing provision, the supplementing provision shall control. In the event that any of the foregoing Tariffs are withdrawn in whole, then the provisions applicable to **SBC-12STATE** (as well as those applicable to **SBC-13STATE**) shall apply between **SBC SNET** and CLEC, unless the Parties otherwise agree. Nothing in this Appendix UNE nor any other provision of the Agreement obligates **SBC SNET** to maintain, or otherwise affects any **SBC SNET** right to withdraw (or seek the withdrawal of), any tariff, including the foregoing Tariffs, and **SBC SNET** fully reserves its rights with respect thereto.

11.2 ULS for Mass Market Customers

11.2.1 **SBC-13STATE** shall only provide ULS to CLEC to serve Mass Market Customers in those geographic areas, if any, where ULS has not been Declassified.

11.2.2 "Mass Market Customer" is used herein as in the FCC's *Triennial Review Order*, FCC 03-36 released August 21, 2003 ("Triennial Review Order"), and generally refers to an End User being served by a DS0 loop who is not an Enterprise Market Customer.

11.2.3 Upon a state Commission finding that ULS for Mass Market Customers is or should be Declassified (including that any CLEC impairment could be cured by access on a transitional basis as described in Section 11.2.4 hereof), CLEC in that market shall commit to an implementation plan with **SBC-13STATE** for the migration of the embedded ULS Mass Market Customer base within 2 months of the state Commission determination as provided for herein.

11.2.3.1 CLEC may no longer obtain access to ULS to serve any Mass Market Customer where ULS has been Declassified 5 months after the state Commission determination. Thereafter, except for the migration period provided for in Section 11.2.3.2 hereof or except, where applicable, on a transitional basis as described in Section 11.2.4 hereof, **SBC-13STATE** shall not be required to provide, and shall not provide, access to ULS to CLEC for the purpose of serving Mass Market Customers where ULS has been Declassified.

11.2.3.2 CLEC shall submit the orders necessary to migrate its embedded base of Mass Market Customers off of ULS in accordance with the following timetable, measured from the day of the state Commission determination. For purposes of calculating the number of Mass Market Customers who must be migrated, the embedded base of Mass Market Customers shall include all Customers served using ULS that are not Customers being served with transitional ULS as described in Section 11.2.4.

11.2.3.2.1 Month 13 (days 361-390 from date of the state Commission determination): CLEC must submit orders for one-third of all its Mass Market Customers beginning no later than day 361, such that those Customers are migrated by the end of that 390th day;

11.2.3.2.2 Month 20 (days 571-600): CLEC must submit orders for half of its remaining Mass Market Customers beginning no later than day 571, such that those Customers are migrated by the end of that 600th day;

11.2.3.2.3 Month 27 (days 781-810): CLEC must submit orders for its remaining Mass Market Customers beginning no later than day 781, such that those Customers are migrated by the end of that 810th day.

11.2.3.3 CLEC and **SBC-13STATE** shall jointly submit the details of their implementation plans (which plans shall include the timing and volume of order submission that take into account **SBC-13STATE**'s system capacities, including those for ordering and provisioning, and take into account **SBC-13STATE**'s hot cut processes) for each market to the state Commission within two months of the state Commission's determination that requesting Telecommunications Carriers are not impaired without access to ULS for Mass Market Customers in a given geographic market. CLEC shall also notify the state Commission when it has submitted all of its orders for migration. **SBC-13STATE** shall notify the state Commission when it has completed the migration.

11.2.3.3.1 This Agreement shall not be required to be amended to reflect the implementation plans, including if such plans are inconsistent with the provisions of this Agreement.

11.2.4 If the state Commission has determined that transitional ("rolling") access would cure, or cures, any impairment with respect to Mass Market Customers in a particular geographic market, **SBC-13STATE** shall make ULS available to CLEC for 90 days or more, as specified by the state Commission. The time limit set by the state Commission shall apply to each request for access to ULS by CLEC on a per-Customer basis.

11.2.4.1 "Rolling" access means the use of ULS for a limited period of time for each Mass Market Customer to whom CLEC seeks to provide local service. **SBC-13STATE** shall not be required to provide, and shall not provide, access to ULS to CLEC for the purpose of serving a specific Mass Market Customer after that limited period of time.

11.2.4.2 This Agreement shall not be required to be amended to reflect the implementation of any transitional ("rolling") access. If the Agreement is not amended (and/or until amended), such transitional ("rolling") access shall be provided in accordance with the state Commission's order(s) and the applicable FCC rules and orders.

11.3 ULS for Enterprise Market Customers

11.3.1 **SBC-13STATE** shall only provide ULS to CLEC to serve Enterprise Market Customers in those geographic areas, if any, for which a state Commission has petitioned the FCC for a waiver and the FCC has granted such waiver, in accordance with 47 CFR § 51.319(d)(3), and then only as required by such waiver.

11.3.1.1 Notwithstanding 11.3.1, **SBC-13STATE** shall provide ULS for use in serving CLEC's Enterprise Market Customers that were being served by use of ULS as of the Effective Date hereof, until March 31, 2004, by which date CLEC shall have transferred all of its Enterprise Market Customers served by ULS to an alternative arrangement.

11.3.2 "Enterprise Market Customer" is used herein as in the Triennial Review Order and generally refers to an End User being served by DS1 and higher capacity loops or being served at a single location by a number of DS0 loops that exceeds the maximum number of DS0 loops set by the state Commission for the State where the Customer is located.

11.3.3 For purposes of Section 11.3.2, the provider of the loop(s) to the Customer being served by the loop(s) is not relevant to the application of this Section 11.3. By way of examples only, the loop provider may be **SBC-13STATE**, CLEC, a third party, another Telecommunications Carrier or the customer itself, each without affecting the application of this Section 11.3 or the application of the definition of "Enterprise Market Customer".

11.3.4 Upon written request by **SBC-13STATE**, CLEC shall be obligated to disclose information, including customer account information sufficient for **SBC-13STATE** to make determinations under, and apply, the Enterprise Market Customer provisions.

11.3.5 This Section 11.3.5 shall apply in an **SBC-13STATE** State until the state Commission completes the initial review described in 47 CFR § 51.319(d)(2)(iii)(B)(4).

11.3.5.1 At **SBC-13STATE**'s discretion and upon not less than ninety (90) days' written notice to CLEC, **SBC-13STATE** may elect to discontinue providing ULS to CLECs serving End-Users with four or more lines or (DSO) equivalents within any territory (each an "Exception Territory") with respect to which **SBC-13STATE** can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.

a) A territory shall constitute an "Exception Territory" if it constitutes the service area of **SBC-13STATE** offices that both are assigned to density zone 1 and are located within one of the Top 50 Metropolitan Statistical Areas ("MSAs"). The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC's *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-1STATE** elects to offer the Enhanced Extended Loop (EEL) in accordance with the UNE Remand Order, the EEL would be available to the CLEC in the Exception Territory at prices that are set in accordance with the pricing standards of Section 252 of the Act. Such prices would be specified in Appendix Pricing. **SBC-13STATE** may only exercise its rights to discontinue or market price ULS under this Section for CLEC End Users involving four or more voice grade (DSO) equivalents or lines.

11.3.5.2 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose information, including customer account information similar to customer service records that **SBC-13STATE** provides to the CLEC through pre-ordering process.

11.3.5.3 Nothing in this Section 11.3.5 shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements (except through use of ULS) to provide additional services to an End User account with respect to which **SBC-13STATE** may exercise its rights under this Section.

11.4 Specific Terms and Conditions for Unbundled Local Circuit Switching (ULS)

11.4.1 ULS uses routing instructions resident in the **SBC-13STATE** switch to direct all CLEC traffic, except as may be Customized Routed pursuant to this Agreement.

11.4.2 Vertical features, CLASS features, and other features, functions, and capabilities loaded and activated in the **SBC-13STATE** switch providing the ULS port are available with ULS. Access to any other features, functions, or capabilities loaded in the **SBC-13STATE** switch but that are not activated, or access to features loaded and activated but which are not offered by the **SBC-13STATE**, including not offered as sought by the requesting CLEC (e.g., a feature offered with one port type but sought for another port type), shall be requested through a Bona Fide Request (BFR). "Loaded" in the switch means that it is included in the software installed in the switch. "Activated" in the switch means that the licensing fees are current; that no further license, right to use, or other fee needs to be paid to, and no enabling code or other mechanism or method needs to be obtained from, a third party; and that translations and USOCs for use with ULS are in place such that ordering, billing and provisioning wholesale processes have been implemented.

11.4.3 **SBC-13STATE** will allow CLEC to designate the features and functions that are available on a particular ULS port to the extent such features and functions are loaded and activated in that switch or, as may be provided through the Bona Fide Request process. When CLEC purchases ULS in **SBC-13STATE**, CLEC will be required to designate the features and functions that are to be included on each ULS port.

11.4.4 **SBC-13STATE** will not require the BFR process for switch features that have been activated and loaded in the switch and that have been requested or provisioned previously in a UNE environment, i.e., ordering, billing and provisioning processes have been implemented.

11.4.5 ULS as provided by **SBC-13STATE** includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

11.4.6 **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.

11.4.7 **SBC-1STATE** will perform testing through ULS for CLECs in the same manner and frequency that it performs for its own customers that have a service using an equivalent switching port.

11.4.8 Where the technical capability is available, **SBC-13STATE** will provide usage detail for ULS ports in accordance with and subject to other application provisions of this Agreement. Refer to State specific Appendix Pricing for charges for daily usage detail records, and the usage record provisions, including those addressing Daily Usage Feed (DUF) provisions of this Agreement.

11.4.9 **SBC-13STATE** will provide CLEC the function of blocking calls (e.g., 900 calls, international calls (IDDD), and toll calls) by line or trunk to the extent that **SBC-13STATE** provides such blocking capabilities to its End Users and to the extent required by Federal and/or State law.

11.4.10 Where processes for Unbundled Local Circuit Switching requested, whether alone or in conjunction with any other UNE(s) or service(s), pursuant to this Agreement are not already in place, **SBC-13STATE** will develop and implement processes, subject to any associated rates, terms and conditions. In so doing, the Parties will comply with any applicable Change Management guidelines.

11.5 Customized Routing

11.5.1 Subject to switch limitations, Customized Routing is available upon CLEC request via the BFR Process to Customize Route Operator Services, Directory Assistance, and/or other traffic as required by State jurisdiction. CLEC will pay the Customized Routing charges reflected in State-specific Appendix Pricing.

11.5.2 "Customized Routing" means the function of designating particular outgoing trunks associated with ULS, to carry certain classes of traffic originating from the CLEC's End Users being served with ULS.

11.5.3 Customized Routing of OS/DA with ULS

11.5.3.1 CLEC can only mix ULS and custom routing within a **SBC-13STATE** 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-13STATE** ULS ports in that **SBC-13STATE** end office switch. If this custom routing for OS/DA is chosen in a given **SBC-13STATE** end office switch, then all End Users served via ULS ports in that switch will have their OS/DA traffic routed over the same custom route designated by CLEC.

11.5.3.2 CLEC must provide **SBC-13STATE** routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where CLEC has End Users served via ULS ports. CLEC will be charged by **SBC-13STATE** for the establishment of each custom route for OS or DA traffic in an end office switch.

11.5.3.3 **SBC-13STATE** will direct all custom routed local OS and/or local DA calls using the Advanced Intelligence Network programming developed to be compatible with ULS to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by CLEC.

11.5.3.4 CLEC will request custom OS/DA routing for use with ULS other than described in this Section via the Bona Fide Request process.

11.5.3.5 Where processes for any Customized Routing requested, whether alone or in conjunction with any other UNE(s) or service(s), pursuant to this Agreement are not already in place, **SBC-13STATE** will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

11.6 ULS Usage Sensitive Rate Element

11.6.1 Usage sensitive ULS rates will apply according to the rates set forth in Appendix Pricing. Unless otherwise set forth in an Appendix Pricing for a particular State, usage rates will apply to ULS on a per-minute basis. See the Appendix Pricing for the State-specific ULS rates for **SBC-12STATE** and Section 18 of the Connecticut Access Service Tariff for **SBC SNET**.

11.7 Switch Ports

11.7.1 Where SBC is obligated to provide ULS, in **SBC-13STATE**, a Switch Port is a termination point on the end office switch through which ULS is accessed. Switch Ports are provided in various types, each of which provides access to an established set of ULS features, functions and capabilities based on the switch and port type providing the ULS. For **SBC-13STATE**, the available Switch Ports and their respective rates are reflected in State-specific Appendix Pricing. For **SBC SNET**, the available Switch Ports and their respective rates are reflected in the Connecticut Access Service Tariff.

12. SHARED TRANSPORT

12.1 Subject to Section 2 of this Appendix UNE, **SBC-12STATE** shall provide Unbundled Shared Transport (UST) under the following terms and conditions in this subsection.

12.1.1 **SBC SNET** shall provide unbundled shared transport pursuant to Section 18.2.11 (Unbundled Network Element – Local Switching/Shared Transport) and, to the extent applicable, Section 18.2.10 (Unbundled Network Element-Rebundled Service (UNE-RS)) of the Connecticut Access Service Tariff, as may be modified from time to time. Those Tariff Sections apply as may be supplemented by this Section (e.g., specific provision applies to **SBC-13STATE**, application to **SBC SNET** expressly addressed) and, to the extent of any inconsistency between such Tariff Sections and a supplementing provision, the supplementing provision shall control. In the event that any of the foregoing Tariffs are withdrawn in whole, then the provisions applicable to **SBC-12STATE** (as well as those applicable to **SBC-13STATE**) shall apply between **SBC SNET** and CLEC, unless the Parties otherwise agree. Nothing in this Appendix UNE nor any other provision of the Agreement obligates **SBC SNET** to maintain, or otherwise affects any **SBC SNET** right to withdraw (or seek the withdrawal of), any tariff, including the foregoing Tariffs, and **SBC SNET** fully reserves its rights with respect thereto.

12.1.2 "ULS-ST" is sometimes used to refer to the combined offering of ULS with UST

12.2 UST is defined as the transmission facilities shared by more than one carrier, including the relevant **SBC-12STATE** entity, between end office switches, between end office switches and tandem switches, and between tandem switches, in the relevant **SBC-12STATE** network.

12.2.1 **SBC-13STATE** provides access to unbundled shared transport only to the extent **SBC-13STATE** is required to provide ULS under the Act, and then only when UST is purchased in conjunction with a ULS port and for use only as required to be permitted by the Act.

12.2.1.2 For **SBC MIDWEST REGION 5-STATE** only, UST is also provided to the extent and as may also be required by the Memorandum Opinion and Order in *Applications of Ameritech Corp., Transferor, and SBC Communications Inc., Transferee, For Consent to Transfer Control*, 14 FCC Rcd 14712, 15023-24, App. C, ¶ 56 (1999).

12.2.1.2 Unbundled Local Circuit Switching is provided under Section 12 of this Appendix UNE.

12.2.1.3 UST is provided on a per-ULS-port basis.

12.2.1.4 UST is provided by **SBC SNET** pursuant to its Connecticut Access Service Tariff. The **SBC SNET** L-PIC Ability and its other IntraLATA Transmission Capabilities (as defined below) are available hereunder as part of UST, if not provided for in that Tariff.

12.2.2 UST also permits, 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-13STATE** switch providing that ULS port. **SBC-13STATE** will not require use of dedicated transport or customized routing to complete calls when using ULS.

12.2.2.1 "Common Transport" is defined as those facilities of UST that carry traffic between an end office switch where a ULS port is provided, and the tandem switch where the PIC'd/LPIC'd interexchange carrier is connected. Please see State-specific Appendix Pricing or tariff, as applicable.

12.2.2.2 "Tandem Switching" is provided only as required as part of ULS. Please see State-specific Appendix Pricing or **SBC 13-STATE** tariff, as applicable.

12.2.3 When UST is purchased, all of CLEC's local traffic between **SBC-13STATE** switches will use UST, and all local CLEC's traffic to non-**SBC-13STATE** switches will use the transit function of Shared Transport (with this transit function being referred to as "Unbundled Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.

12.2.3.1 In the event **SBC-13STATE** is ordered, required, or otherwise allowed to block CLEC's transiting or other traffic originating from or terminating to a ULS port, provided with or without UST, CLEC shall pay **SBC-13STATE**'s costs of the work performed in establishing such blocking, such costs to be calculated in accordance with the methodology applicable to Bona Fide Requests.

12.2.4 The "Unbundled Shared Transport" rate is a blend of UST and Shared Transport Transit. **SBC-12STATE** reserves the right to seek separate rates for UST and Unbundled Shared Transport-Transit in future negotiations to amend or replace this Agreement.

12.2.5 **SBC-13STATE**'s ability to provide UST is limited to existing switch and transmission facilities capacities of the **SBC-13STATE** network.

12.2.6 In providing ULS, **SBC-13STATE** will use the existing **SBC-13STATE** routing tables contained in **SBC-13STATE** switches, as **SBC-13STATE** may change those tables from time to time including after CLEC purchases ULS, including with UST.

12.2.7 **SBC-13STATE** will provide SS7 signaling on interswitch calls originating from an ULS port. CLEC will be charged for the use of the **SBC-13STATE** signaling on a per-call basis.

12.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance between the A and Z locations. To determine the rate to be billed, **SBC-12STATE** will compute the mileage using the method set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4, which is based on the V & H coordinates of the A and Z locations. When the calculation results in a fraction of a mile, **SBC-12STATE** will round up to the next whole mile before determining the mileage and applying rates.

12.4 Intercarrier Compensation for ULS Traffic

12.4.1 Provisions for intercompany compensation for ULS (including with UST) traffic exchanged between **SBC 13-STATE** and CLEC are located in Appendix Intercarrier Compensation.

12.4.2 For the purposes of compensation where CLEC utilizes **SBC-13STATE**'s ULS(including UST), CLEC shall be solely responsible for establishing compensation arrangements(and associated charges) with third party carriers that CLEC originates traffic to and terminates traffic from including traffic carried by Shared Transport-Transit and traffic carried on the IntraLATA Transmission Capabilities. CLEC shall indemnify and defend **SBC-13STATE** against any claims and/or damages that may result from the origination and/or termination of such traffic to and/or from such third parties. **SBC-13STATE** may provide information regarding such traffic to other Telecommunications Carriers or entities as appropriate to resolve traffic compensation issues.

12.5 IntraLATA and InterLATA Toll Use

12.5.1 When UST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through **SBC -12STATE** tandem switch(es) and transmission facilities, **SBC -12STATE** will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS and UST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the **SBC -12STATE** end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic.

12.5.2 **SBC-12STATE** shall make available, upon a ULS port-specific order, the ability to route over **SBC-12STATE**'s existing network "1+" intraLATA calls originating from that ULS port using UST ("L-PIC Ability") for "1+" intraLATA calls placed to points outside of **SBC-12STATE**'s local calling area, but within **SBC-12STATE**'s retail intraLATA toll service area. The L-PIC Ability will be provided from **SBC-12STATE**'s originating end-office where the ULS port is being provided, and consists of use of **SBC-12STATE**'s existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as intraLATA toll calls originated from the same end-office by **SBC-12STATE**'s retail end-user customers for whom **SBC-12STATE** is the presubscribed intraLATA toll carrier. The L-PIC Ability shall be made available through the use by CLEC of **SBC-12STATE**'s routing code or, if the means exist and are enabled by **SBC-12STATE** to use CLEC's Carrier Identification Code (CIC) or another CLEC-specific code instead of **SBC-12STATE**'s code, then using CLEC's CIC or that CLEC-specific code.

12.5.3 **SBC SNET Only: SBC SNET** will make available, upon a ULS port-specific order, an L-PIC Ability for "1+" calls placed to points outside of SNET's local calling area, but within **SBC SNET**'s retail intraLATA toll service area. The L-PIC Ability will be provided from **SBC SNET**'s originating end-office where the ULS port is being provided, and consists of use of **SBC SNET**'s existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as intraLATA toll calls originated from the same end-office by **SBC SNET**'s retail End Users for whom **SBC SNET** is the presubscribed intraLATA toll carrier.

12.5.3.1 CLEC acknowledges that "1+" calls from **SBC SNET** ULS ports using the L-PIC Ability to Verizon switches in its incumbent service area may be originated and carried under the terms hereof, but that "1+" calls to other intrastate interLATA switches owned by other Telecommunications Carriers may not be originated or carried using the L-PIC Ability (e.g., Woodbury). Where appropriate in the context, references to "intraLATA" with respect to **SBC SNET** shall include such use to the Verizon switches.

12.5.3.2 **SBC SNET**'s L-PIC Ability shall be made available to CLEC through the use of a pseudo-Carrier Identification Code ("pseudo-CIC") assigned exclusively to CLEC. The L-PIC Ability is only available to CLEC for a ULS port with UST purchased by CLEC on which the CLEC has specifically designated the pseudo-CIC as the LPIC (after the pseudo-CIC become available for use). CLEC shall not use any other pseudo-CIC assigned to another Telecommunications Carrier or any other routing code enabled for use in **SBC SNET**'s network. **SBC SNET** will provide call detail to CLEC on a daily basis consistent with the then-current practices for ULS port usage.

12.5.3.3 To be enabled to use the L-PIC Ability, CLEC shall provide a written request to **SBC SNET**. **SBC SNET** shall thereafter bill CLEC (and CLEC shall promptly pay to **SBC SNET**) a one-time $5,000.00 service charge for assigning and establishing the CLEC's exclusive pseudo-CIC in **SBC SNET**'s systems and switches. CLEC acknowledges and agrees that this charge is non-refundable, regardless of whether and to what extent CLEC uses the L-PIC Ability. CLEC shall have no right in any pseudo-CIC except the right to use it in accordance with this Agreement and its permitted use of the L-PIC Ability. CLEC shall cease use of the pseudo-CIC with the termination of this Agreement, unless otherwise provided in any successor interconnection agreement. **SBC SNET** reserves the right to modify or change the pseudo-CIC code used by CLEC hereunder, with such change effective thirty (30) days after written notice to CLEC of the change.

12.5.3.3.1 The L-PIC Ability shall thereafter become available to CLEC in an estimated six (6) weeks after **SBC SNET**'s receipt of payment under Section 12.5.3.3. The Parties agree that in order to implement the updating of **SBC SNET**'s switches with CLEC's pseudo-CIC within the six weeks, CLEC will obtain and provide its Exchange Carrier Code to **SBC SNET** upon the execution of this Amendment

12.5.3.4 For intraLATA "0+" operator service calls placed from ULS ports with UST using the L-PIC Ability, which calls are not customized routed, the MOU charge in Section1.6 shall be charged for call transport. For directory assistance calls placed from ULS ports with UST using the L-PIC Ability, which calls are not customized routed, and where the calling party uses "directory assistance call completion" to place an intraLATA "1+" call, the MOU charge in Section 1.6 shall be charged for call transport. Other charges for non-transport functions for such calls (e.g., OS, DA, DACC charges) shall apply as set forth in the Agreement or tariff, as applicable.

12.5.3.5 The price charged for use of the **SBC SNET** L-PIC Ability is $0.012199 per Minute of Use ("MOU"). **SBC SNET** will bill the MOUs to CLEC on a monthly basis for total MOUs on completed calls placed from **SBC SNET** ULS ports with UST purchased by CLEC, and on which ports CLEC has specifically ordered the pseudo-CIC be used as the LPIC. CLEC acknowledges that **SBC SNET**'s charges to CLEC will be rendered using the rating as set forth in Section 20 of **SBC SNET**'s Connecticut Access Tariff. After rendering a bill to CLEC, **SBC SNET** will make manual adjustments to the bill to reflect the per-MOU price set forth in this Section.

12.5.4 **SBC-13STATE** shall not be the intraLATA toll carrier of record (retail or reseller) for any traffic carried pursuant to the L-PIC Ability or any other IntraLATA Transmission Capabilities (as defined herein). CLEC shall not charge **SBC-13STATE** for any traffic carried pursuant to the L-PIC Ability, including without limitation intercompany traffic termination charges. Any charges for terminating compensation of L-PIC Ability traffic to **SBC-13STATE** shall be subject to the Agreement's provisions regarding the termination of toll traffic.

12.5.5 Any other use of the intraLATA interexchange transmission capabilities of UST shall be requested, and associated terms, conditions, and rates established, through the applicable bona fide request process (or its similar counterpart) for **SBC-13STATE**, unless such use is otherwise already provided for in this Agreement. As used herein, "IntraLATA Transmission Capabilities" includes the L-PIC Ability (as defined herein).

12.5.6 UST shall not affect the routing of any traffic from a ULS port that has a third party carrier's Carrier Identification Code as such port's intraLATA toll provider (LPIC) (e.g., traffic subject to intraLATA presubscription will be delivered to LPIC'd interexchange carrier).

12.6 Application of Usage Sensitive Charges for ULS and UST

12.6.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).

12.6.2 **SBC-12STATE** will charge CLEC using **SBC-12STATE**'s UST a usage-sensitive Blended Transport rate in addition to the originating ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an **SBC-12STATE** end office or to/from a non-**SBC-12STATE** end office.

12.6.3 The charges for UST are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Access Service Tariff for **SBC SNET**.

12.6.4 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, **SBC-12STATE** 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, **SBC-12STATE** will round up to the next whole mile before determining the mileage and applying rates.

12.6.5 Intraswitch Calls - (calls originating and terminating in the same switch, i.e., the same 11- digit Common Language Location Identifier (CLLI) end office):

12.6.5.1 Unless otherwise provided for a State as set forth in its associated and applicable Appendix Pricing, 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-12STATE** End User,

Resale line, or any unbundled line port or trunk port which is connected to the same end office switch. SS7 Signaling will be charged, where applicable.

12.6.5.2 CLEC will be charged ULS-O usage charges for a Centrex Line Port, where available, ULS intercom call in which CLEC's End User dials from one Centrex Line Port station to another Centrex-like station in the same common block defined system. SS7 Signaling will be charged, where applicable.

12.6.5.3 **SBC 12STATE** will not bill ULS-T usage charges for Intraswitch calls that terminate to a CLEC-purchased ULS port.

12.6.6 Interswitch Calls – (calls that are not intraswitch calls):

12.6.6.1 Local Calls

12.6.6.1.1 General Principles

12.6.6.1.1.1 When a call originates from a CLEC-purchased ULS port with UST, CLEC will be charged ULS-O usage and SS7 signaling charges where applicable. If the call routes over UST, CLEC will pay charges for Blended Transport usage in addition to ULS-O usage charges and SS7 signaling.

12.6.6.1.1.2 The Parties agree that **SBC-12STATE** will not be required to record and will not bill actual tandem switching usage for calls carried by UST that are not handed off to the separate network of a PIC/LPIC carrier. Rather, CLEC will be charged the rate shown on Appendix Pricing of unbundled shared transport Prices labeled "ULS Blended Transport," (or similarly labeled) for each minute of use, whether or not the call actually traverses the tandem switch.

12.6.6.1.1.3 When a call terminates to a CLEC-purchased ULS port, CLEC will pay ULS-T usage charges.

12.6.6.1.1.4 Illustrative Call Flows demonstrating the rate applications for ULS ports (including with UST) are set forth in the CLEC Handbook.

12.6.6.2 IntraLATA and InterLATA Toll Calls

12.6.6.2.1 General Principles

12.6.6.2.1.1 When the L-PIC Ability is not specified for use with a ULS port with UST, "1+" intraLATA calls originating from that ULS port will be routed to the CLEC's designated End User's IntraLATA Primary Interexchange Carrier (LPIC) choice. When a "1+" interLATA call originates from an ULS port with UST, it will be routed to the CLEC's designated End User's interLATA (PIC) choice.

12.6.6.2.1.2 When an intraLATA or interLATA toll call originates from a CLEC ULS port with UST, **SBC -12STATE** will not charge originating access charges to CLEC or the IXC except that **SBC-12STATE** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-12STATE** as its transport provider.

12.6.6.2.1.3 When an intraLATA or interLATA toll call terminates to a CLEC - purchased ULS port with UST, **SBC-12STATE** will not charge terminating access to CLEC or the IXC except that **SBC-12STATE** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC -12STATE** as its transport provider.

12.6.6.2.1.4 Illustrative Call Flows demonstrating the rate applications for ULS ports with UST are set forth in the CLEC Handbook.

12.6.6.3 Toll Free Calls

12.6.6.3.1 When CLEC uses ULS Ports to initiate a 1+800 (or equivalent toll free dialing NPA, e.g., 888, 877 or 866) call, **SBC-12STATE** will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the ULS-O charge and SS7 transport (where applicable) per this Agreement and applicable State-specific Appendix Pricing. If any such call is routed to an **SBC-12STATE** tandem switch, **SBC-12STATE** will also charge Common Transport and Tandem Switching usage charges.

13. UNBUNDLED DEDICATED TRANSPORT

13.1 Subject to Section 2 of this Appendix UNE, **SBC-12STATE** shall provide Unbundled Dedicated Transport under the following terms and conditions in this subsection.

13.2 For purposes of this Agreement, the following definitions apply:

13.2.1 "Dedicated Transport" is defined as **SBC-12STATE** interoffice transmission facilities connecting **SBC-12STATE** switches or wire centers within a LATA. Dedicated Transport does not include transmission facilities between the **SBC-12STATE** network and the CLEC network or the location of CLEC equipment.

13.2.2 A "route" is defined as a transmission path between one of **SBC-12STATE**'s wire centers or switches and another of **SBC-12STATE**'s wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any. [47 CFR 51.319(e)]

13.3 **SBC-12STATE** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Dedicated Transport.

13.3.1 Unbundled Dedicated Transport: Unbundled Dedicated Transport ("UDT") will be provided only where such facilities exist at the time of CLEC request, and only over routes that are not or have not been Declassified.

13.3.2 Other than as specifically set forth elsewhere in this agreement, **SBC SNET** does not offer UDT under this agreement. Rather, UDT is available as described in Section 18 of the Connecticut Access Service Tariff.

13.3.3 **SBC-12STATE** will provide UDT to a requesting CLEC only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps),

13.3.4 UDT includes the following elements:

13.3.4.1 a circuit between two **SBC-12STATE** switches or Wire Centers within **SBC-12STATE**'s network within the LATA.

13.3.4.2 Multiplexing – an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as Unbundled Dedicated Transport.

13.3.4.3 Other Optional features are outlined in Appendix Pricing.

13.3.5 UDT "CAPS"

13.3.5.1 CLEC may obtain a maximum of 12 unbundled dedicated DS3 circuits for any single route for which **SBC-12STATE** dedicated DS3 transport is available as unbundled transport.[47 CFR 51.319(e)(2)(iii)] Accordingly, **SBC-12STATE** may reject CLEC orders for DS3 UDT circuits once CLEC has reached this capacity. Further, even if **SBC-12STATE** accepts such orders, it may, without further notice or liability, reject future orders and further provisioning of DS3 UDT circuits along the route. At **SBC-13STATE**'s option it may accept the order, but convert any UDT DS3 circuit(s) in excess of the cap at any time, and all applicable charges and non-recurring charges will apply to CLEC for such circuit(s) as of the date of provisioning.

13.4 Diversity

13.4.1 When requested by CLEC, and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for UDT. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 **SBC-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by **SBC-12STATE** for CLEC specific diversity. **SBC-12STATE** will advise CLEC of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 Declassification Procedure

13.5.1 In the event of Declassification of a route for which CLEC has purchased UDT from **SBC-12STATE**, **SBC-12STATE** will provide written notice to CLEC of Declassification of the route.

Within 30 days from the date of the written notice, the affected UDT will be converted to an Special Access product and all applicable charges will apply to CLEC for such product.

13.5.2 Products provided by **SBC-12STATE** in conjunction with UDT (e.g. Cross-Connects) shall also be subject to prices under this Section 13.5 where UDT is Declassified.

13.5.3 The Parties agree that activity by **SBC-12STATE** under this Section 13.5 shall not be subject to the Network Disclosure Rules.

13.6 Once during each year of the Agreement's Term, or upon reasonable request, CLEC shall provide to **SBC-12STATE** (or, upon **SBC-12STATE**'s request to the Commission) written information regarding

13.6.1 its ability to self-deploy transport facilities;

13.6.2 its actual self-deployment of transport facilities; and/or

13.6.3 the availability of transport from providers other than CLEC or **SBC-12STATE** with regard either to specific routes or to specifically defined geographical areas.

14. DEDICATED TRANSPORT AND LOOP DARK FIBER

14.1 Subject to Section 2 of this Appendix UNE, **SBC-12STATE** shall provide unbundled dedicated transport dark fiber and loop dark fiber under the following terms and conditions in this subsection.

14.2 In **SBC-12STATE**, unbundled dedicated transport dark fiber and loop dark fiber is deployed, unlit optical fiber within the incumbent LEC's network. Dark fiber loop is fiber within an existing fiber optic cable that has not been activated through optronics to render it capable of carrying communications services. Dark fiber transport consists of unactivated optical interoffice transmission facilities. Other than as specifically set out elsewhere in this Agreement, **SBC SNET** does not offer dedicated transport dark fiber or loop dark fiber under this Agreement; rather, unbundled dedicated transport dark fiber and loop dark fiber is available to CLECs as described in Section 18.2.1N of the Connecticut Service Tariff.

14.3 Dedicated Transport Dark Fiber

14.3.1 At unbundled dedicated transport dark fiber segments in routes that have not been Declassified , **SBC-12STATE** will provide a dedicated transport dark fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. Dedicated transport dark fiber is defined as **SBC-12STATE** dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within **SBC-12STATE**'s network, connecting **SBC-12STATE** switches or wire centers within a LATA. Dedicated transport dark fiber does not include transmission facilities between the **SBC-12STATE** network and the CLEC network or the location of CLEC equipment. **SBC-12STATE** will offer dedicated transport dark fiber to CLEC when CLEC has collocation space in each **SBC-12STATE** CO where the requested dedicated transport dark fiber(s) terminate.

14.4 Loop Dark Fiber

14.4.1 At unbundled loop dark fiber segments in locations where loop dark fiber has not been Declassified, **SBC-12STATE** will provide a loop dark fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. Loop dark fiber 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 premise. **SBC-12STATE** will offer loop dark fiber to CLEC when CLEC has collocation space in the **SBC-12STATE** CO where the requested loop dark fiber terminates.

14.4.2 By tariff (**SBC-SNET**)

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare dedicated transport dark fiber and loop dark fiber will be provided as is. No conditioning will be offered. Spare dedicated transport dark fiber and loop dark fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare dedicated transport dark fiber and loop dark fiber does not include maintenance spares, fibers set aside and documented for **SBC-12STATE**'s forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. CLEC will not obtain any more than 25% of the spare dedicated transport dark fiber and loop dark fiber contained in the requested segment during any two-year period.

14.6 Determining Spare Fibers

14.6.1 **SBC-12STATE** will inventory dedicated transport dark fiber and loop dark fibers. Spare dedicated transport dark fiber and loop dark fibers do not include the following:

14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

14.6.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers
14.6.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers
14.6.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers
14.6.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers
14.6.1.1.5 Cables with 216 fibers: 18 maintenance spares
14.6.1.1.6 Cables with 288 fibers: 24 maintenance spares
14.6.1.1.7 Cables with 432 fibers: 36 maintenance spares
14.6.1.1.8 Cables with 864 fibers: 72 maintenance spares.

14.6.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare dedicated transport dark fiber and loop dark fibers that would otherwise be available.

14.6.1.3 **SBC-12STATE** growth fibers. Fibers documented as reserved by **SBC-12STATE** for utilization for growth within the 12 month–period following the carrier's request.

14.6.2 The appropriate **SBC-12STATE** engineering organization will maintain records on each fiber optic cable for which CLECs request dedicated transport dark fiber and loop dark fiber.

14.7 Quantities and Time Frames for ordering Dedicated Transport Dark Fiber and Loop Dark Fiber

14.7.1 The minimum number of dedicated transport dark fiber and loop dark fiber strands that CLEC can order is one, and dedicated transport dark fiber and loop dark fiber strands must be ordered on a strand-by-strand basis. The maximum number of dedicated transport dark fiber and loop dark fiber strands that CLEC can order is no greater than 25% of the spare dedicated transport dark fiber and loop dark fiber in the segment requested. Should spare dedicated transport dark fiber and loop dark fiber fall below 8 strands in a given location, **SBC-12STATE** will provide no more than a quantity of 2 strands. (See definition of spare set forth in Sections 14.6 and 14.6 above.)

14.7.2 If CLEC wishes to request dedicated transport dark fiber and loop dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

14.7.2.1 If spare dedicated transport dark fiber and loop 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 dedicated transport and loop dark fiber.

14.7.3 Dedicated transport dark fiber and loop 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 dedicated transport dark fiber or loop dark fiber. When CLEC submits the ASR, the ASR will be processed and the dedicated transport dark fiber or loop dark fiber facilities will be assigned. The charges which will be established as set forth in Appendix Pricing will be applied.

14.8 Right of Revocation of Access to Dedicated Transport Dark Fiber and Loop Dark Fiber

14.8.1 Right of revocation of access to dedicated transport dark fiber and loop dark fiber is distinguishable from Declassification as defined in Section 5 of this Appendix. For clarification purposes, **SBC-12STATE**'s right of revocation of access under this Section 14.9 applies even when the affected dedicated transport dark fiber or loop dark fiber remain subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 14.8.

14.8.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date **SBC-12STATE** provided the fiber(s), **SBC-12STATE** may revoke CLEC's access to the dedicated transport dark fiber and loop dark fiber and recover those fiber facilities and return them to **SBC-12STATE** inventory.

14.8.3 **SBC-12STATE** may reclaim from the CLEC the right to use dedicated transport dark fiber and loop dark fiber, whether or not the dedicated transport dark fiber and loop 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 dedicated transport dark fiber and loop dark fiber will be needed to meet **SBC-12STATE**'s bandwidth requirements within the 12 months following the revocation.

14.9 Access Methods specific to Dedicated Transport Dark Fiber and Loop Dark Fiber

14.9.1 The demarcation point for dedicated transport dark fiber and loop dark fiber at Central Offices and End User premises will be in an **SBC-12STATE** approved splitter shelf. This arrangement allows for non-intrusive testing.

14.9.2 At CO's, dedicated transport dark fiber and loop dark fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided via collocation.

14.10 Installation and Maintenance for Dedicated Transport Dark Fiber and Loop Dark Fiber

14.10.1 **SBC-12STATE** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC or End User equipment.

14.11 Declassification Procedure

14.11.1 In the event of Declassification of dedicated transport dark fiber or loop dark fiber or of a route for which CLEC has purchased Unbundled dedicated transport dark fiber from **SBC-12STATE**, **SBC-12STATE** will provide written notice to CLEC of Declassification of the route. Within 30 calendar days from the date of the written notice, provision of the affected dedicated transport dark fiber and/or loop dark fiber to CLEC will be terminated without further obligation of **SBC-12STATE**.

14.11.2 Products provided by **SBC-12STATE** in conjunction with Unbundled dedicated transport dark fiber or loop dark fiber, if any, shall also be subject to termination under this Section 14.11 where UDT or Loop is Declassified.

14.11.3 The Parties agree that activity by **SBC-12STATE** under this Section 14.11 shall not be subject to the Network Disclosure Rules.

14.12 Once during each year of the Agreement's Term, or upon reasonable request, CLEC shall provide to **SBC-12STATE** (or, upon **SBC-12STATE**'s request to the Commission) written information regarding

14.12.1 its ability to self-deploy transport facilities;

14.12.2 its actual self-deployment of transport facilities; and/or

the availability of transport from providers other than CLEC or **SBC-12STATE** with regard either to specific routes or to specifically defined geographical areas.

15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

15.1 **SBC-13STATE** will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

16. CALL-RELATED DATABASES

16.1 Access to **SBC-13STATE**'s call related databases on an unbundled basis will be provided as described in the following Appendices: LIDB and CNAM-AS, LIDB and CNAM Queries, 800, 900 and E900 and Access to AIN.

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **SBC-13STATE**'s databases and information. **SBC-13STATE** will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

18.1 Subject to Section 2 of this Appendix UNE, **SBC-13STATE** shall Cross Connects under the following terms and conditions in this subsection.

18.2 The cross connect is the media between the **SBC-7STATE** UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a **SBC-7STATE** UNE and a Collocation area for the purpose of permitting the CLEC to connect the **SBC-7STATE** UNE to other UNEs or to the CLEC's own facilities. Where **SBC-7STATE** has otherwise committed to connect one UNE to

another UNE on behalf of CLEC, or to leave connected one UNE to another UNE on behalf of CLEC the cross connect is the media between one **SBC-7STATE** UNE and another **SBC-7STATE** UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.

18.3 **SBC-7STATE** will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for **SBC MIDWEST REGION 5-STATE** is provided as set forth in Appendix Pricing. For all other cross-connect pricing for **SBC SNET** refer to the applicable state tariff.

18.4 The applicable Loop cross connects to point of access for the purpose of CLEC combining a **SBC-13STATE** Loop with another **SBC-13STATE** UNE are as follows:

18.4.1 2-Wire Analog Loop to UNE Connection Methods point of access

18.4.2 4 -Wire Analog Loop to UNE Connection Methods point of access

18.4.3 2 -Wire Digital Loop to UNE Connection Methods point of access

18.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another **SBC-13STATE** UNE are as follows:

18.5.1 Analog Line Port to UNE Connection Methods point of access

18.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access

18.5.3 Analog DID Trunk Port to UNE Connection Methods point of access

18.6 The applicable Loop cross connects for the purpose of CLEC connecting a **SBC SOUTHWEST REGION 5-STATE** and **SBC NEVADA** Loop UNE to a CLEC's Collocated facilities are as follows:

18.6.1 2-Wire Analog Loop to Collocation

18.6.2 2-Wire Analog Loop to Collocation (without testing)

18.6.3 4-Wire Analog Loop to Collocation

18.6.4 4-Wire Analog Loop to Collocation (without testing)

18.6.5 2-Wire Digital Loop to Collocation

18.6.6 2-Wire Digital Loop to Collocation (without testing)

18.6.7 4-Wire Digital Loop to Collocation

18.6.8 4-Wire Digital loop to Collocation (without testing)

18.6.9 2-wire DSL Shielded Cross Connect to Collocation

18.6.10 4-wire DSL Shielded Cross Connect to Collocation

18.6.11 2-Wire DSL non-shielded cross connect to Collocation

18.6.12 4-Wire DSL non-shielded cross connect to Collocation

18.7 The applicable dedicated transport cross connects for the purpose of CLEC connecting an **SBC SOUTHWEST REGION 5-STATE** and **SBC NEVADA** dedicated transport UNE to a CLEC's Collocated facilities are as follows:

18.7.1 DS-1 to Collocation

18.7.2 DS-3 Collocation

18.8 The applicable Port cross connects for the purpose of CLEC connecting an **SBC SOUTHWEST REGION 5-STATE** and Port UNE to a CLEC's Collocated facilities are as listed in the appropriate State-specific Appendix Pricing.

18.8.1 Analog Line Port to Collocation

18.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation

18.8.3 Analog DID Trunk Port to Collocation

18.9 The applicable cross connects for the purpose of a CLEC connecting a **SBC CALIFORNIA** Loop, UDT or Port UNE to a CLEC's Collocated facility are as follows:

18.9.1 Voice Grade/ISDN EISCC

18.9.2 DS-0 EISCC

18.9.3 DS-1 EISCC

18.9.4 DS-3 EISCC

18.9.5 DSL Shielded Cross Connect to Collocation

18.10 The applicable cross connects for **SBC MIDWEST REGION 5-STATE** Loop or Port UNEs are as follows:

18.10.1 2-wire

18.10.2 DS-3

18.10.3 LT1

18.10.4 LT3

18.11 The applicable cross connects for SBC Midwest Region 5-STATE UDT are as follows:

18.11.1 DS-1

18.11.2 DS-3

18.12 The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **SBC CALIFORNIA** Loop with a CLEC's own facilities for are as follows:

18.12.1 2-Wire Analog Loop to Adjacent Location Method point of access

18.12.2 4 -Wire Analog Loop to Adjacent Location Method point of access

18.12.3 2 -Wire Digital Loop to Adjacent Location Method point of access

18.12.4 DSL shielded Cross Connect to Adjacent Location point of access

18.13 The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **SBC CALIFORNIA** Port with a CLEC's own facilities point of access are as follows:

18.13.1 -Analog Line Port to Adjacent Location Method to point of access

18.13.2 -ISDN BRI Port to Adjacent Location Method to point of access

18.14 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a **SBC-7STATE** 2 -Wire Loop *with a **SBC-7STATE** Port are as follows:

18.14.1 -Wire Analog Loop to Analog line Port

18.14.2 -Wire Digital Loop to ISDN BRI Port

19. PROVISIONING/MAINTENANCE OF UNES

19.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as **SBC-13STATE** may elect at its own discretion. **SBC-13STATE** will provide access to UNEs where technically feasible. Where facilities and equipment are not available, **SBC-13STATE** shall not be required to provide UNEs. However, CLEC may request and, to the extent required by law, **SBC-13STATE** may agree to provide UNEs, through the Bona Fide Request (BFR) process.

19.2 Subject to the terms herein, **SBC-13STATE** is responsible only for the installation, operation and maintenance of the UNEs it provides. **SBC-13STATE** is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.

19.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to **SBC-13STATE** for future provisioning needs, unless such UNE is disconnected in error. The CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of a CLEC's End User's service.

19.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit **SBC-13STATE** to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

19.5 CLEC's use of any **SBC-13STATE** UNE, or of its own equipment or facilities in conjunction with any **SBC-13STATE** UNE, 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.

* Sections 19.9 and 19.11 through 19.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

19.6 When a **SBC-13STATE** provided tariffed or resold service is replaced by CLEC's facility-based service using any **SBC-13STATE** provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and order UNEs. These requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using **SBC-13STATE** provided UNEs is converted to a different CLEC's service which also uses any **SBC-13STATE** provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by **SBC-13STATE** and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

19.7 CLEC shall connect equipment and facilities that are compatible with the **SBC-13STATE** UNEs, and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

19.8 CLEC shall not combine or use UNEs in a manner that will undermine the ability of other Telecommunications Carriers to obtain access to unbundled network elements or to Interconnect with **SBC-13STATE**'s network.

19.8.1 **SBC-13STATE** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC reports a suspected failure of a UNE and **SBC-13STATE** dispatches personnel to the End User's premises or an **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

19.9 CLEC shall pay Time and Material charges when **SBC-13STATE** dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than **SBC-13STATE** or in detariffed CPE provided by **SBC-13STATE**, unless covered under a separate maintenance agreement.

19.10 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

19.11 If CLEC issues a trouble report allowing **SBC-13STATE** access to End User's premises and **SBC-13STATE** personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that **SBC-13STATE** personnel are dispatched. Subsequently, if **SBC-13STATE** personnel are allowed access to the premises, these charges will still apply.

19.12 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of **SBC-13STATE** performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of **SBC-13STATE** performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of **SBC-13STATE** performed other than on a normally scheduled workday.

19.12.1 If CLEC requests or approves an **SBC-13STATE** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.

19.13 Maintenance of Elements

19.13.1 If trouble occurs with UNEs 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**.

19.13.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a UNE and **SBC-13STATE** dispatches personnel to the End User's premises or an **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

20. COMBINATIONS (OTHER THAN "PRE-EXISTING COMBINATIONS" AS SET FORTH IN SECTION 2.11), COMMINGLING, CONVERSIONS AND FACILITIES MODIFICATIONS

The Parties acknowledge and agree that this Agreement, including this Appendix, contains no terms and conditions pertaining to:

(a) Combinations of UNEs where **SBC-13STATE** is to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC (for purposes of this Section 20(a), the term "Combinations" does not include "Pre-Existing Combinations" as set forth in Section 2.11);
(b) Conversion of a wholesale service or group of wholesale services to the equivalent UNE, or combination of UNEs (such as, by way of example only, conversions of special access services to combinations of UNE loop and UNE dedicated transport);
(c) Commingling, or 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-13STATE**, or the combining of a UNE, or a combination of UNEs, with one or more such facilities or services, or where **SBC-13STATE** is to perform the functions necessary to commingle; or
(d) Modification by **SBC-13STATE** of facilities used or to be used by CLEC;

and, as such, **SBC-13STATE** is not obligated (i) to provide or perform Combinations to or for CLEC, (ii) to provide, perform or permit Conversions (such as, by way of example only, conversions of special access services to combinations of UNE loop and UNE dedicated transport) to, for or by CLEC, (iii) to provide, perform or permit Commingling to, for or by CLEC, or (iv) to provide or perform Facilities Modifications to or for CLEC. CLEC understands that this Agreement, including this Appendix, does not contain such terms and represents that such terms are not required for CLEC's business operations.

21. RESERVATION OF RIGHTS

21.1 **SBC-13STATE**'s provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the Line Sharing Order"), and vacated and remanded the UNE Remand and Line Sharing Orders in accordance with the decision. In addition, the FCC released its Triennial Review Order on August 21, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Further, the FCC issued its Order *In the Matter of*

the Local Competition Provisions of the Telecommunications Act of 1996, 15 FCC Rcd 1760, (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification, (FCC 00-183), (rel. June 2, 2000), in CC Docket 96-98 (collectively the "Orders"). In addition, on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, neither Party waives any of its rights with respect to the Orders, the Illinois Law or any other government action**,** including but not limited each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other 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 required 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 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.

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX FOR ACCESS

TO SBC COMMUNICATION INC.'S STRUCTURE

(POLES, CONDUITS, AND RIGHTS OF WAYS)

TABLE OF CONTENTS

1. INTRODUCTION 4
2. DEFINITIONS 4
3. SCOPE OF APPENDIX 6
4. EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION 7
5. GENERAL PROVISIONS 7
6. DISCLAIMER OF WARRANTIES 8
7. DISPUTE RESOLUTION 9
8. INDEMNIFICATION 9
9. LIABILITIES AND LIMITATIONS OF LIABILITY 11
10. INSURANCE 12
11. ASSIGNMENT OF RIGHTS 13
12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES 14
13. FAILURE TO ENFORCE 15
14. CONFIDENTIALITY OF INFORMATION 15
15. ACCESS TO RIGHTS-OF-WAY 17
16. SPECIFICATIONS 17
17. ACCESS TO RECORDS 18
18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS 19
19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS 19
20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK) 20
21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES 21
22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES 22
23. MODIFICATION OF ATTACHING PARTY'S FACILITIES 22
24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES 22

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS 23

26. INSPECTION BY SBC OF ATTACHING PARTY'S FACILITIES 24

27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS 25

28. REMOVAL OF ATTACHING PARTY'S FACILITIES 26

29. RATES, FEES, CHARGES, AND BILLING 27

30. PERFORMANCE AND PAYMENT BONDS 27

31. NOTICES 28

32. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 28

APPENDIX FOR ACCESS TO SBC COMMUNICATION INC.'S STRUCTURE (POLES, CONDUITS, AND RIGHTS OF WAYS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.1.1 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.1.2 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.4 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.1.5 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.1.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. DEFINITIONS

2.1 Definitions in general. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.14 except as the context otherwise requires.

2.2 Conduit. The term "conduit" refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Appendix, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SBC-**

13STATE structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.

2.3 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term "conduit system" does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.

2.4 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Appendix, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.

2.5 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term "handhole" refers only to handholes which are part of **SBC-13STATE**'s conduit system and does not refer to handholes which provide access to buried cables not housed within **SBC-13STATE** ducts or conduits. As used in this Appendix, the term "handhole" refers only to handhole structures owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment located within handhole structures.

2.6 Occupancy Permit. The term "occupancy permit" refers to a written instrument confirming that **SBC-13STATE** has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or right-of-way space.

2.7 Maintenance Duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term "maintenance duct" does not include ducts and conduits extending from an **SBC-13STATE** manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

2.8 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare **SBC-13STATE**'s poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party's facilities.

2.9 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of **SBC-13STATE**'s conduit system. As used in this Appendix, the term "manhole" does not include cables and other telecommunications equipment located within manhole structures.

2.10 Other User. The term "Other User" refers to entities, other than the Attaching Party, with facilities on an **SBC-13STATE** pole, duct, conduit or right-of-way to which the Attaching Party has obtained access. Other Users may include **SBC-13STATE**, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in **SBC-13STATE**'s poles, ducts, conduits or rights-of-ways).

2.11 Overlashing. The term "Overlashing" refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.

2.12 Pole. The term "pole" refers to poles (and associated anchors) which are owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment attached to pole structures.

2.13 Rights-of-way. The term "rights-of-way" refers to **SBC-13STATE** owned or controlled legal rights to pass over or through property of another party and used by **SBC-13STATE** for its telecommunications distribution system. For purposes of this Appendix, "rights-of-way" includes property owned by **SBC-13STATE** and used by **SBC-13STATE** for its telecommunications distribution facilities. Rights-of-way does not include:

2.13.1 cables and other telecommunications equipment buried or located on such rights-of-way,

2.13.2 public rights of way (which are owned by and subject to the control of governmental entities), or

2.13.3 any space which is owned and controlled by a third-party property owner and occupied by **SBC-13STATE** with permission from such owner rather than as a matter of legal right.

2.14 Structure. The term "Structure" refers collectively to poles, ducts, conduits and rights-of-way.

3. SCOPE OF APPENDIX

3.1 This Appendix establishes the rates, terms, conditions, and procedures by which **SBC-13STATE** shall provide non-discriminatory access to **SBC-13STATE**'s Structure. Separate tariffs, appendix, or agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Appendix:

3.1.1 **SBC-13STATE**'s central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from **SBC-13STATE**'s central offices;

3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

3.1.3 ducts and conduits located within buildings owned by **SBC-13STATE**; and

3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by **SBC-13STATE** from third-party property owners for purposes other than to house cables and other equipment in active service as part of **SBC-13STATE**'s network distribution operations.

3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.

3.3 No Effect on **SBC-13STATE**'s Right to Abandon, Convey or Transfer Structure Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall in any way affect **SBC-13STATE**'s right to abandon, convey, or transfer to any other person or entity **SBC-13STATE**'s interest in any of **SBC-13STATE**'s Structure. **SBC-13STATE** shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

4. EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

4.1 Effective Date. This Appendix shall be effective as of the _____ day of _____, 2004, or, if this Appendix has been entered into as an appendix, attachment, or exhibit to an interconnection Appendix between the parties, the date of approval by the State Commission of the interconnection Appendix, whichever date first occurs.

4.2 Initial Term. Unless sooner terminated as herein provided, the initial term of this Appendix shall run from the effective date until the end of the calendar year which includes the effective date. In the event this Appendix is entered into as a part of an Interconnection Appendix, this Appendix shall terminate upon the termination of the Interconnection Appendix of which this is apart.

4.3 Automatic Renewal. Unless sooner terminated as herein provided, this Appendix shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date, or in the same fashion as the Interconnection Appendix renews, if a part of the Interconnection Appendix.

4.4 Elective Termination. Either party may terminate this Appendix by giving the other party at least six months prior written notice as provided in this section. The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Appendix or six months after the date the notice is given.

4.5 Elective Termination by **SBC-13STATE** . Attaching Party shall, within 60 days after the effective date of the elective termination by **SBC-13STATE**, either initiate negotiations for continued access to **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Section 28 of this Appendix.

4.6 Effect of Elective Termination. Elective termination of this Appendix by Attaching Party, as permitted under Section 4 of this Appendix, shall not affect Attaching Party's liabilities and obligations incurred under this Appendix prior to the effective date of termination and shall not entitle Attaching Party to the refund of any advance payment made to **SBC-13STATE** under this Appendix. Elective termination of this Appendix by **SBC-13STATE** shall not affect **SBC-13STATE**'s obligations to afford access to **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way owned or controlled by **SBC-13STATE** as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

5. GENERAL PROVISIONS

5.1 Entire Appendix. This Appendix, together with the interconnection Appendix, if any, of which this Appendix is a part, and the Guidelines for Access to **SBC-13STATE** Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and Appendix of the parties.

5.2 Prior Agreements Superseded. This Appendix supersedes all prior Agreements and understandings, whether written or oral, between Attaching Party and **SBC-13STATE** relating to the placement and maintenance of Attaching Party's facilities on and within **SBC-13STATE**'s poles, ducts, and conduits within this State.

5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Appendix, the terms and conditions of this Appendix shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Appendix, any obligations of either party under provisions of this Appendix relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Appendix which, by their terms, are contemplated to survive (or be performed after) termination of this Appendix, will survive the termination of this Appendix.

5.5 Multiple Counterparts. This Appendix may be executed in multiple counterparts.

5.6 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Appendix, be subject to the rates, terms, conditions, and procedures set forth in this Appendix.

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

5.8 Severability. If any article, section, subsection, or other provision or portion of this Appendix is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Appendix as to either party, the invalidity of such provision shall not render this entire Appendix unenforceable and this Appendix shall be administered as if it did not contain the invalid provision.

5.9 Choice of Law. Except to the extent that federal law controls any aspect of this Appendix, the validity of this Appendix, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of this State, applied without regard to the provisions of this State's laws relating to conflicts-of-laws.

5.10 Changes in the Law. The parties agree to negotiate in good faith changes to this Appendix to conform to changes applicable law pertaining to access to poles, ducts, conduits and rights-of-way, including the Pole Attachment Act.

5.11 The parties shall at all times observe and comply with, and the provisions of this Appendix are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

6. DISCLAIMER OF WARRANTIES

6.1 **SBC-13STATE** MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

7. DISPUTE RESOLUTION

7.1 In the event that this Appendix is a part of an Interconnect Agreement between the parties, the dispute resolution provisions of the Interconnection Agreement shall apply to disputes under this Appendix.

8. INDEMNIFICATION

8.1 Definitions. The term "Claims" as used in Section 8 shall mean any suit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.

8.2 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an "indemnifying party") shall be required to indemnify or defend the other party (as an "indemnified party") against, or hold the indemnified party harmless from, any Claims arising out of:

8.2.1 any breach by the indemnified party of any provision of this Appendix or any breach by the indemnified party of the parties' interconnection Appendix, if any;

8.2.2 the violation of any law by any employee of the indemnified party or other person acting on the indemnified party's behalf;

8.2.3 willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party's behalf; or

8.2.4 any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the Claim for which indemnity is requested.

8.3 Workplace Injuries. Except as expressly provided in this Appendix to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of **SBC-13STATE**'s Structure.

8.4 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf.

8.5 THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8.3-8.4 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

8.6 Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3, or other claims subject to Section 8.4) made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party.

8.7 Injuries to Third Parties and Third party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal

property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf.

8.8 Indemnification for Environmental Claims.

8.8.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of

8.8.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or

8.8.1.2 any provision or requirement of this Appendix dealing with hazardous substances or protection of the environment.

8.8.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way.

8.8.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any **SBC-13STATE** pole, duct, conduit, or right-of-way.

8.8.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

8.9 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, of every kind and character, made, brought, or sought against **SBC-13STATE** by any person or entity, arising out of or in connection with the subject matter of this Appendix and based on either:

8.9.1 Claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on **SBC-13STATE** due to the placement or presence of Attaching Party's facilities on or within **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way; or

8.9.2 Claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.

8.10 Attaching Party's General Indemnity Obligations to **SBC-13STATE**. This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against **SBC-13STATE** pursuant to this Appendix or other provisions in the parties' interconnection Appendix, if any. Except as otherwise expressly provided in this Appendix to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Appendix, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.

8.11 **SBC-13STATE**'s General Indemnity Obligations to Attaching Party. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from **SBC-13STATE**'s enforcement of its rights against Attaching Party pursuant to this Appendix or other provisions in the parties' interconnection Agreement, if any. Except as otherwise expressly provided in this Appendix to the contrary, **SBC-13STATE** shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with **SBC-13STATE**'s access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, **SBC-13STATE**'s performance of any acts authorized under this Appendix, or the presence or activities of **SBC-13STATE**'s employees or other personnel acting on **SBC-13STATE**'s behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.

9. LIABILITIES AND LIMITATIONS OF LIABILITY

9.1 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.

9.2 **SBC-13STATE** Not Liable to Attaching Party for Acts of Third Parties or Acts of God. By affording Attaching Party access to **SBC-13STATE** Structure **SBC-13STATE** does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 9.5 of this Appendix, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to **SBC-13STATE**'s poles or placed in **SBC-13STATE**'s Structure and **SBC-13STATE** shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 9.5. In no event shall **SBC-13STATE** be liable to Attaching Party under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of (1) any Other User or any person acting on behalf of an Other User, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way in any capacity other than as a **SBC-13STATE** employee or person acting on **SBC-13STATE**'s behalf. In no event shall **SBC-13STATE** be

liable to Attaching Party under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on **SBC-13STATE**'s behalf, cable cuts by persons other than **SBC-13STATE**'s employees or persons acting on **SBC-13STATE**'s behalf, or other causes beyond **SBC-13STATE**'s control which occur at sites subject to this Appendix.

9.3 Damage to Facilities. Each party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the party and persons acting on the party's behalf. A party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other party, and/or Other Users for any property damaged caused by the party or persons acting on the party's behalf.

9.4 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

10. INSURANCE

10.1 At all times in which the Attaching Party has attachments to **SBC-13STATE** poles, or is occupying **SBC-13STATE** conduit or right-of-way, Attaching Party shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set for below. Such insurance and coverage shall not only cover the Attaching Party, but it must cover all contractors, subcontractors and/or any other person acting on Attaching Party's behalf, that are providing services under this Appendix.

10.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Appendix and Employers Liability insurance with minimum limits of $1,000,000 for Bodily Injury-each accident, $500,000 for Bodily Injury by disease-policy limits and $1,000,000 for Bodily Injury by disease-each employee.

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

10.1.3 Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired and non-owned vehicles.

10.2 Attaching Party agrees to name **SBC-13STATE** as an Additional Insured on the Commercial General Liability policy and Commercial Automobile Liability Policy.

10.3 **SBC-13STATE** agrees to accept the Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

10.3.1 Workers' Compensation and Employers Liability: Attaching Party submit to **SBC-13STATE** its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Appendix or the employer's state of hire; and

10.3.2 Automobile liability: Attaching Party shall submit to **SBC-13STATE** a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Appendix; and

10.3.3 General liability: Attaching Party must provide evidence acceptable to **SBC-13STATE** that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

10.4 All insurance required in accordance with this section must be in effect before **SBC-13STATE** will issue pole attachment or conduit occupancy permits under this Appendix.

10.5 Attaching Party agrees to provide **SBC-13STATE** with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

11. ASSIGNMENT OF RIGHTS

11.1 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Appendix except as provided in this section.

11.1.1 **SBC-13STATE** may assign its rights, delegate its benefits, and delegate its duties and obligations under this Appendix, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with **SBC-13STATE** or which acquires or succeeds to ownership of substantially all of **SBC-13STATE**'s assets.

11.1.2 Overlashing of Attaching Party's facilities on **SBC-13STATE** poles by a third party will be allowed under the following conditions:

11.1.2.1 The Overlashing entity must enter into an Appendix with **SBC-13STATE** for access to **SBC-13STATE** Structures and abide by the terms and conditions of such an Occupancy Permit.

11.1.2.2 The Overlashing entity must obtain written approval from the Attaching Party and provide a copy to **SBC-13STATE** prior to submitting a request for access to structure.

11.1.2.3 The Overlashing party must submit a written request for access to structure, and indicate on the request that the request is for Overlashing of an existing attachment of the Attaching Party.

11.1.2.4 The Overlashing entity is responsible for paying the fees for Overlashing in APPENDIX I and/or APPENDIX PRICING which are separate and in addition to the fees paid by the Attaching Party.

11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without **SBC-13STATE**'s consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Appendix, subject to the express terms of this Appendix. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an Agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Appendix shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to **SBC-13STATE** that such lender or third party has complied or will comply with all requirements established under this Appendix. Notwithstanding any provisions of this Appendix to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights

and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Agreement, including liability to **SBC-13STATE** for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.

11.1.4 No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured **SBC-13STATE**'s prior written consent to the assignment or transfer, if necessary, and given **SBC-13STATE** notice of the assignment or transfer pursuant to Section 11.3.

11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.

11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by **SBC-13STATE** in writing, no assignment permitted by **SBC-13STATE** under this Agreement shall relieve Attaching Party of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 8 of this Agreement or the interconnection agreement, if any.

11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. **SBC-13STATE** may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Agreement.

11.5 Sub-Permits Prohibited. Nothing contained in this Agreement shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or occupancy permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES

12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Appendix and all occupancy permits subject to this Appendix shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to **SBC-13STATE**'s poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way.

12.2 Individual occupancy permits subject to this Appendix shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or right of way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been

revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.

12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to **SBC-13STATE**'s Structure shall not materially interfere with or impair service over any facilities of **SBC-13STATE** or any Other User, cause material damage to **SBC-13STATE**'s plant or the plant of any Other User, impair the privacy of communications carried over the facilities of **SBC-13STATE** or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, **SBC-13STATE** may limit, terminate or refuse access if Attaching Party violates this provision.

12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach.

12.5 The complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given, and

12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or

12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.

12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

13. FAILURE TO ENFORCE

13.1 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

14. CONFIDENTIALITY OF INFORMATION

14.1 Information Provided by Attaching Party to **SBC-13STATE**. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by Attaching Party to **SBC-13STATE** in connection with this Appendix (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about **SBC-13STATE** facilities. This article does not limit the use by **SBC-13STATE** of aggregate information relating to the occupancy and use of **SBC-13STATE**'s Structure by firms other than **SBC-13STATE** (that is, information submitted by Attaching Party and aggregated by **SBC-13STATE** in a manner that does not directly or indirectly identify Attaching Party).

14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to **SBC-13STATE** in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.

14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, **SBC-13STATE** and persons acting on **SBC-13STATE**'s behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:

14.3.1 posting information, as necessary, to **SBC-13STATE**'s outside plant records;

14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing **SBC-13STATE**'s Structure and any **SBC-13STATE** facilities located on, within, or in the vicinity of such Structure;

14.3.3 performing **SBC-13STATE**'s obligations under this Agreement and similar agreements with third parties;

14.3.4 determining which of **SBC-13STATE**'s Structure are (or may in the future be) available for **SBC-13STATE**'s own use, and making planning, engineering, construction, and budgeting decisions relating to **SBC-13STATE**'s Structure;

14.3.5 preparing cost studies;

14.3.6 responding to regulatory requests for information;

14.3.7 maintaining **SBC-13STATE**'s financial accounting records; and

14.3.8 complying with other legal requirements relating to Structure.

14.4 Defense of Claims. In the event of a dispute between **SBC-13STATE** and any person or entity, including Attaching Party, concerning **SBC-13STATE**'s performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, **SBC-13STATE** may utilize confidential or proprietary information submitted by Attaching Party in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that **SBC-13STATE** shall not disclose Attaching Party's proprietary or confidential information without first, at **SBC-13STATE**'s option:

14.4.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;

14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or

14.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding **SBC-13STATE** from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however,

that **SBC-13STATE** shall not disclose Attaching Party's proprietary or confidential information without first, at **SBC-13STATE**'s option:

14.5.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;

14.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or

14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

15. ACCESS TO RIGHTS-OF-WAY

15.1 To the extent **SBC-13STATE** has the authority to do so, **SBC-13STATE** grants Attaching Party a right to use any right-of-way for **SBC-13STATE** poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on **SBC-13STATE**'s poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the **SBC-13STATE** pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by **SBC-13STATE**. **SBC-13STATE** does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.

15.3 Access to Rights-of-Way Generally. At locations where **SBC-13STATE** has access to third-party property pursuant to non-exclusive rights-of-way, **SBC-13STATE** shall not interfere with Attaching Party's negotiations with third-party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where **SBC-13STATE** has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, **SBC-13STATE** shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits **SBC-13STATE** to provide such access, and provided further that **SBC-13STATE**'s charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by **SBC-13STATE** to obtain the right-of-way, plus any other documented legal, administrative, and engineering costs incurred by **SBC-13STATE** in obtaining the right-of-way and processing Attaching Party's request for access.

16. SPECIFICATIONS

16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix and the Administrative Guide.

16.1.1 **SBC CALIFORNIA ONLY**- In addition to the terms and conditions included in this Appendix, **SBC CALIFORNIA** shall comply with any requirements set forth in California Public Utility Commission Decision 98-10-058.

16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

16.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

16.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");

16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");

16.2.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,

16.2.5 the **SBC-13STATE** Structure Access Guidelines

16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of **SBC-13STATE**'s manholes and access to **SBC-13STATE**'s conduit system.

16.3.1 Attaching Party will notify **SBC-13STATE** not less than 5 business days in advance before entering **SBC-13STATE**'s conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.

16.3.2 An authorized employee or representative of **SBC-13STATE** may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within **SBC-13STATE**'s conduit system. Attaching Party shall reimburse **SBC-13STATE** for costs associated with the presence of **SBC-13STATE**'s authorized employee or representative.

16.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

17. ACCESS TO RECORDS

17.1 **SBC-13STATE** will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of **SBC-13STATE**'s Structure. Upon request, **SBC-13STATE** will meet with the Attaching Party to clarify matters relating to maps, records or additional information. **SBC-13STATE** does not warrant the accuracy or completeness of information on any maps or records.

17.2 Maps, records or information are and remain the proprietary property of **SBC-13STATE**, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to **SBC-13STATE**'s Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

17.3 **SBC-13STATE** will provide information currently available on the **SBC-13STATE'**'s maps and/or records regarding:

17.3.1 the location of Structure and street addresses for manholes and poles as shown on **SBC-13STATE**'s maps;

17.3.2 the footage between manholes or lateral ducts lengths, as shown on **SBC-13STATE**'s maps;

17.3.3 the footage between poles, if shown on **SBC-13STATE**'s maps;

17.3.4 the total capacity of the Structure

17.3.5 the existing utilization of the Structure.

17.4 **SBC-13STATE** will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by **SBC-13STATE**.

17.5 **SBC-13STATE** will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to the Attaching Party.

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified **SBC-13STATE** poles or placing facilities within specified **SBC-13STATE** ducts, conduits, or rights-of-way.

18.2 Structure Access Request Form. To apply for an occupancy permit under this Appendix, Attaching Party shall submit to **SBC-13STATE** the appropriate **SBC-13STATE** request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific **SBC-13STATE** Structure.

18.3 Make-Ready Survey. A Make-Ready survey must be completed by **SBC-13STATE** or the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable **SBC-13STATE** to

18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to **SBC-13STATE** structures;

18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare **SBC-13STATE**'s poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy; and

18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

19.1 Selection of Space. **SBC-13STATE** will select or approve the Attaching Party's selection of the space Applicant will occupy on **SBC-13STATE**'s poles or in **SBC-13STATE**'s conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Appendix. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed

available for use by **SBC-13STATE**, Attaching Party, and other parties entitled to access underapplicable law.

19.2 Pole, Duct, and Conduit Space Assignments.

19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by **SBC-13STATE**, the pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

19.2.2 **SBC CALIFORNIA**: 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 **SBC CALIFORNIA** only as detailed by the California Public Utility Commission.

19.2.3 **SBC-13STATE** may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If **SBC-13STATE** assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate **SBC-13STATE** record if **SBC-13STATE** has not occupied such assigned space within such 12 month period.

19.2.4 **SBC CALIFORNIA**: Space assignment is 9 months in California.

19.2.5 Notices and applications including assignment requests will be date-and time-stamped on receipt.

20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)

20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to **SBC-13STATE** Structure, **SBC-13STATE** shall provide a written response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, **SBC-13STATE** will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. **SBC-13STATE** will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

20.2 If access is granted the response will further advise Attaching Party in writing of:

20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare **SBC-13STATE**'s Structure, and

20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.

20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either

20.3.1 submit payment for the estimate authorizing **SBC-13STATE** or its contractor to complete the make-ready work; or

20.3.2 advise **SBC-13STATE** of its willingness to perform the proposed make-ready work itself if permissible in the application area.

20.4 Make-ready work performed by Attaching Party, or by an authorized contractor selected by Attaching Party, shall be performed in accordance with **SBC-13STATE**'s specifications and in accordance with the same standards and practices which would be followed if such work were being performed by **SBC-13STATE** or **SBC-13STATE**'s contractors. Neither Attaching Party nor authorized contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of **SBC-13STATE**'s Structures or interferes with any existing use of **SBC-13STATE**'s facilities or the facilities of any Other User.

20.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in **SBC-13STATE**'s poles, ducts, conduits and rights of ways.

20.6 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to **SBC-13STATE** for the use of such additional capacity. If **SBC-13STATE** utilizes additional space or capacity created at Attaching Party's expense, **SBC-13STATE** will reimburse Attaching Party on a pro-rata basis for **SBC-13STATE**'s share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. **SBC-13STATE** will notify the Attaching Party if any entity, including **SBC-13STATE**, attaches facilities to additional capacity on **SBC-13STATE**'s Structure created at the Attaching Party's expense. **SBC-13STATE** shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.

20.7 If Attaching Party utilizes space or capacity on any **SBC-13STATE** Structure created at **SBC-13STATE**'s expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of **SBC-13STATE**'s capacity creation costs.

20.8 Occupancy Permit and Attachment. After all required make-ready work is completed, **SBC-13STATE** will issue an occupancy permit confirming that Attaching Party may attach specified facilities to **SBC-13STATE**'s Structure.

20.9 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will considered available for use by **SBC-13STATE** or Other User.

*__SBC CALIFORNIA__ only: Space assignment shall not exceed nine (9) months in California.

20.10 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by **SBC-13STATE** to the Attaching Party.

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to **SBC-13STATE**'s poles and the placement of such facilities in **SBC-13STATE**'s ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.

21.2 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide **SBC-13STATE** with a construction schedule and thereafter keep **SBC-13STATE** informed of anticipated changes in the construction schedule.

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located on or within **SBC-13STATE**'s poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.

22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by **SBC-13STATE**. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify **SBC-13STATE** of such use and must either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

23.1 Notification of Planned Modifications. Attaching Party shall notify **SBC-13STATE** in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a **SBC-13STATE** Structure. The notice shall contain sufficient information to enable **SBC-13STATE** to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.

23.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same **SBC-13STATE** Structure, and may overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with **SBC-13STATE** and other users in making rearrangements to **SBC-13STATE** Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.

24.2 Whenever feasible, **SBC-13STATE** shall give Attaching Party not less than 30 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such

rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, **SBC-13STATE** will rearrange at Attaching Party's expense.

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.

25.1.1 Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.

25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify **SBC-13STATE** within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the **SBC-13STATE** conduit system and using the maintenance duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 2.7, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.

25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance ducts. Entities not vacating the maintenance duct must provide an immediate maintenance duct at the entity's cost.

25.2 Designation of Emergency Repair Coordinators and Other Information. For each **SBC-13STATE** construction district, Attaching Party shall provide **SBC-13STATE** with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify **SBC-13STATE** of changes to such information.

25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, **SBC-13STATE**, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.

25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in

question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

25.3.3 **SBC-13STATE** shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by **SBC-13STATE** on a nondiscriminatory basis in accordance with the principles set forth in this section.

25.4 Emergency Pole Replacements.

25.4.1 When emergency pole replacements are required, **SBC-13STATE** shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.

25.4.2 If notified by **SBC-13STATE** that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an **SBC-13STATE** replacement pole, the transfer shall be in accordance with **SBC-13STATE**'s placement instructions.

25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise **SBC-13STATE** and thereby authorize **SBC-13STATE** (or any Other User sharing the pole with **SBC-13STATE**) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf.

25.5 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.

25.5.1 Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

25.5.2 Attaching Party shall reimburse **SBC-13STATE** for the costs incurred by **SBC-13STATE** for work performed by **SBC-13STATE** on Attaching Party's behalf in accordance with the provisions of this article.

26. INSPECTION BY SBC OF ATTACHING PARTY'S FACILITIES

26.1 Post-Construction Inspections. **SBC-13STATE** will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to **SBC-13STATE**'s Structures for the purpose of determining the conformance of the attachments to the occupancy permit. **SBC-13STATE** will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany **SBC-13STATE** on the post-construction inspection.

26.2 Right to Make Periodic or Spot Inspections. **SBC-13STATE** shall have the right, but not the obligation, to make periodic or spot inspections of all facilities attached to **SBC-13STATE**'s Structure. These inspections will not be made more often than once every 2 years unless in **SBC-13STATE**'s judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement.

26.3 If Attaching Party's facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Appendix, **SBC-13STATE** may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to **SBC-13STATE**'s Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to **SBC-13STATE** and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment.

27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in **SBC-13STATE**'s Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.

27.2 Removal of Untagged Facilities. **SBC-13STATE** may, without notice to any person or entity, remove from **SBC-13STATE**'s poles or any part of **SBC-13STATE**'s conduit system the Attaching Party's facilities, if **SBC-13STATE** determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on **SBC-13STATE**'s poles or in **SBC-13STATE**'s conduit system.

27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to **SBC-13STATE**'s poles or anchors or within any part of **SBC-13STATE**'s conduit system, **SBC-13STATE**, without prejudice to other rights or remedies available to **SBC-13STATE** under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Appendix.

27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Appendix, Attaching Party shall acknowledge receipt of the notice and submit to **SBC-13STATE**, in writing, an application for a new or amended occupancy permit with respect to such facilities.

27.5 Approval of Request and Retroactive Charges. If **SBC-13STATE** approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to **SBC-13STATE** for all fees and charges associated with the unauthorized attachments as specified in Section 27.10 of this Appendix. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by **SBC-13STATE** of any of its rights or privileges under this Appendix or otherwise.

27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from **SBC-13STATE**'s poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable **SBC-13STATE** licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date Attaching Party is notified by **SBC-13STATE** of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition,

Attaching Party shall rearrange or remove its unauthorized facilities at **SBC-13STATE**'s request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to **SBC-13STATE** or another Other User, and shall pay **SBC-13STATE** for all costs incurred by **SBC-13STATE** in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.

27.7 Removal of Unauthorized Attachments. If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, **SBC-13STATE** shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, **SBC-13STATE** may, at **SBC-13STATE**'s option, remove Attaching Party's facilities at Attaching Party's expense.

27.8 No Ratification of Unpermited Attachments or Unauthorized Use of **SBC-13STATE**'s Facilities. No act or failure to act by **SBC-13STATE** with regard to any unauthorized attachment or occupancy or unauthorized use of **SBC-13STATE**'s Structure shall be deemed to constitute a ratification by **SBC-13STATE** of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

28. REMOVAL OF ATTACHING PARTY'S FACILITIES

28.1 When Applicant no longer intends to occupy space on a **SBC-13STATE** pole or in a **SBC-13STATE** duct or conduit, Applicant will provide written notification to **SBC-13STATE** that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.

28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from **SBC-13STATE**'s Structure.

28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to **SBC-13STATE**'s manholes.

28.1.3 Applicant shall be solely responsible for the removal of its own facilities from **SBC-13STATE**'s Structure.

28.2 At **SBC-13STATE**'s request, Attaching Party shall remove from **SBC-13STATE**'s Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to **SBC-13STATE** that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in **SBC-13STATE**'s Structure.

28.3 Removal Following Termination of Occupancy permit. Attaching Party shall remove its facilities from **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way within 60 days after termination of the occupancy permit.

28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from **SBC-13STATE**'s Structures within 60 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.

28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in **SBC-13STATE**'s Structure would cause a forfeiture of the rights of **SBC-13STATE** to occupy the property where such Structure is located, **SBC-13STATE** will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. **SBC-13STATE** will give Attaching Party not less than 60 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of **SBC-13STATE**'s rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.

28.6 Removal of Facilities by **SBC-13STATE**; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from **SBC-13STATE**'s Structure in accordance with the provisions of Sections 28.1-28.6 of this Appendix, **SBC-13STATE** may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. **SBC-13STATE** shall give Attaching Party not less than 60 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.

28.7 Removal of Facilities by **SBC-13STATE**. If **SBC-13STATE** removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse **SBC-13STATE** for **SBC-13STATE**'s costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

29. RATES, FEES, CHARGES, AND BILLING

29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Appendix will be set forth in APPENDIX PRICING as part of the Interconnection Agreement. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.

29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, **SBC-13STATE** shall have the right to change the rates, charges and fees outlined in this Appendix. **SBC-13STATE** will provide the Attaching Party 60 days written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

30. PERFORMANCE AND PAYMENT BONDS

30.1 Bond May Be Required. **SBC-13STATE** may require Attaching Party, authorized contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Appendix.

30.1.1 If a bond or similar form of assurance is required of Attaching Party, an authorized contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to **SBC-13STATE** adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing **SBC-13STATE** 60 days written notice.

30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Appendix. In the event any lien, claim or demand is made on **SBC-13STATE** by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, **SBC-13STATE** may require, in addition to any security provided under Section 30.1 of this Appendix, that Attaching Party execute payment or performance bonds, or provide such other security, as **SBC-13STATE** may deem reasonable or necessary to protect **SBC-13STATE** from any such lien, claim or demand.

31. NOTICES

31.1 Notices to Attaching Party. All written notices required to be given to a party shall be delivered or mailed to the party's duly authorized agent or attorney, as designated in this section.

31.1.1 Such notice may be delivered to the party's duly authorized agent or attorney in person or by agent or courier receipted delivery.

31.1.2 Such notice may be mailed to the party's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

31.1.3 Notices to a party shall be sent to the authorized agent or attorney designated below:

NOTICE CONTACT	ATTACHING PARTY	SBC-13STATE CONTACT
NAME/TITLE	M. Devin Semler President	Contract Administration ATTN: Notices Manager
STREET ADDRESS	6855 Tujunga Avenue	311 S. Akard, 9th Floor Four SBC Plaza
CITY/STATE/ZIP CODE	North Hollywood, CA 91605	Dallas, TX 75202-5398
FACSIMILE NUMBER	818.623.2301	214-464-2006

31.2 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

32. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

32.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Appendix which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no permit; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third

party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire Agreement.

APPENDIX RESALE

TABLE OF CONTENTS

1. INTRODUCTION....3
2. DESCRIPTION AND CHARGES FOR SERVICES....4
3. TERMS AND CONDITIONS OF SERVICE....5
4. ANCILLARY SERVICES....10
5. OS/DA RATE/REFERENCE INFORMATION....12
6. USE OF SBC BRAND....15
7. RESPONSIBILITIES OF SBC-13STATE....15
8. RESPONSIBILITIES OF CLEC....17
9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS....19

APPENDIX RESALE

1. INTRODUCTION

1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.25 The prices at which SBC agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

2.1 Resale services are available in accordance with section 251(C)(4) of the Act and consistent with Section 2.12.1.3 of the General Terms and conditions of the Agreement.

2.2 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.

2.2.1 This section applies only to **SBC KANSAS**:

2.2.1.1 CLEC shall select either (1) a uniform rate structure or (2) a three-tier discount structure based on lines, vertical features and toll. The three-tier discount structure will be made available upon written request from CLEC negotiating an interconnection agreement with SWBT.

2.3 **SBC-13STATE** will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.

2.4 Telecommunications Services will be offered by **SBC-13STATE** to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.

2.5 Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which **SBC-13STATE** provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by **SBC-13STATE** to **SBC-13STATE**'s End Users through tariff(s), the rules and regulations associated with **SBC-13STATE**'s retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by **SBC-13STATE** to its End Users.

3.2 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding **SBC-13STATE** retail tariff(s) applicable within that state.

3.3 Except where otherwise explicitly permitted in **SBC-13STATE**'s corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

3.3.1 This section applies only to **SBC TEXAS**:

3.3.1.1 Within the State of Texas, based upon the Texas Commission's arbitration order, **SBC TEXAS** will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers include such items as intraLATA toll, but do not include such items as packages of vertical features.

3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom **SBC-13STATE** offers such services (for example, residence service shall not be resold to business End Users).

3.4.1 **SBC-13STATE** - CLEC may only resell special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific **SBC-13STATE** tariffs.

3.4.2 This section applies only to **SBC SOUTHWEST REGION 5-STATE**: **SBC WISCONSIN**, **SBC OHIO and SBC INDIANA**

3.4.2.1 CLEC may only resell **SBC SOUTHWEST REGION 5-STATE, SBC WISCONSIN, SBC OHIO** and **SBC INDIANA low income assistance services, e.g.** LifeLine and Link-Up services, where available for resale, according to associated retail state specific tariffs to persons who are eligible for each such service. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific **SBC SOUTHWEST REGION 5-STATE**, **SBC WISCONSIN**, **SBC OHIO** and **SBC INDIANA** tariffs.

3.4.3 This section applies only to **SBC CALIFORNIA, SBC SNET** and **SBC ILLINOIS:**

3.4.3.1 **SBC CALIFORNIA**, **SBC SNET** and **SBC ILLINOIS** LifeLine and Link-Up services are not available for resale.

3.4.3.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.4 This section applies only to **SBC NEVADA:**

3.4.4.1 **SBC 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 it own billing records and establishing and administering its low income assistance services internally.

3.4.4.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any

applicable governmental authority and any other activities required by any applicable governmental authority.

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 This section applies only to **SBC NEVADA** and **SBC MISSOURI**:

3.5.2.1 Promotions of eighty-nine (89) days or less are not available to CLEC for resale.

3.5.2.2 Promotions of ninety (90) days or more are available to CLEC for resale at the applicable wholesale discount, state specific.

3.5.3 This section applies only to **SBC CALIFORNIA**, **SBC MIDWEST REGION 5-STATE**, **SBC SNET** and **SBC ARKANSAS**

3.5.3.1 Promotions of ninety (90) days or less are not available to CLEC for resale.

3.5.3.2 **Promotions of ninety-one (91) days or more are available to CLEC for resale and at the applicable wholesale discount, state specific.**

3.5.4 This section applies only to **SBC KANSAS**, **SBC TEXAS** and **SBC OKLAHOMA**:

3.5.4.1 Promotions on Telecommunications Services are available to CLEC for resale. The applicable, state specific, wholesale discount will be applied to those promotions of ninety-one (91) days or more.

3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of **SBC-13STATE**'s corresponding retail tariff(s).

3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate **SBC-13STATE** federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.

3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

3.10 **SBC-13STATE** shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by **SBC-13STATE** as the incumbent local exchange carrier.

3.11 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.

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

3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."

3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record.

3.12 If CLEC is in violation of any provision of this Appendix, **SBC-13STATE** will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify **SBC-13STATE** in writing that the violation has been corrected. **SBC-13STATE** will bill CLEC a sum equal (i) the charges that would have been billed by **SBC-13STATE** to CLEC or any Third Party but for the stated violation and (ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater. Should CLEC dispute the stated violation, CLEC must notify **SBC-13STATE** in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from **SBC-13STATE** and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.

3.13 **SBC-13STATE**'s services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.

3.14 This section applies only to **SBC KANSAS**, **SBC TEXAS** **and** **SBC MISSOURI**:

3.14.1 CLEC may convert current **SBC KANSAS**, **SBC TEXAS** **and** **SBC MISSOURI** End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the State of Kansas or Texas, and

3.14.2 **SBC KANSAS**, **SBC TEXAS** **and** **SBC MISSOURI** and any other reseller of **SBC KANSAS**, **SBC TEXAS** **or** **SBC MISSOURI** local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the State of Kansas, Texas or Missouri.

3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, CLEC and **SBC KANSAS, SBC TEXAS or SBC MISSOURI** shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.

3.14.4 Responsibilities of CLEC in connection with Assumption of CSP Contract Conversions.

3.14.4.1 CLEC shall sign an "Assumption of Existing Agreement" assuming the balance of the terms, including volume, term and termination liability remaining on any current retail **SBC KANSAS**, **SBC TEXAS** or **SBC MISSOURI** or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount of 5.0% in Kansas and 5.62% in Texas. CLECs may assume tariffed volume and term contracts at the wholesale discount of 8.0% in the State of Kansas and 8.04% in the State of Texas.

3.14.4.2 **SBC MISSOURI** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.14.4.3 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to **SBC KANSAS, SBC TEXAS** or **SBC MISSOURI** or any other local service provider reselling **SBC KANSAS, SBC TEXAS** or **SBC MISSOURI** local service.

3.14.4.4 If another reseller of **SBC KANSAS, SBC TEXAS** or **SBC MISSOURI** 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 contact and termination liability with the other reseller. CLEC agrees that **SBC KANSAS, SBC TEXAS** or **SBC MISSOURI** has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against **SBC KANSAS, SBC TEXAS** or **SBC MISSOURI** in connection with any conversion by another reseller of **SBC KANSAS, SBC TEXAS** or **SBC MISSOURI** local service of any CLEC End User(s) that has an existing CSP contract.

3.14.5 Responsibilities of **SBC KANSAS**, **SBC TEXAS** and **SBC MISSOURI** in connection with Assumptions of CSP Contract Conversions:

3.14.5.1 **SBC KANSAS**, **SBC TEXAS** and **SBC MISSOURI** will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.

3.14.5.2 **SBC KANSAS, SBC TEXAS or SBC MISSOURI** 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 **SBC KANSAS, SBC TEXAS or SBC MISSOURI**.

3.15 This section applies only to **SBC MIDWEST REGION 5-STATE**:

3.15.1 **SBC MIDWEST REGION 5-STATE** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:

3.15.2.1 **SBC ILLINOIS** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.

3.15.2.2 **SBC MICHIGAN** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.39%.

3.15.2.3 **SBC OHIO**, and **SBC WISCONSIN** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.15.2.4 **SBC INDIANA** tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%. Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost study.

3.15.2.5 **SBC MIDWEST REGION 5-STATE** Non-Standard Service contracts may be assumed, but receive no wholesale discount.

3.15.3 If CLEC elects to terminate a **SBC MIDWEST REGION 5-STATE** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

4.1 Where available, **SBC-13STATE** will afford CLEC's End Users the ability to make 911 calls. In the areas served by **SBC-8STATE**, CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by **SBC-13STATE**, CLEC shall provide **SBC-13STATE** with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by **SBC-13STATE** for purposes of E911 administration. In the areas served by **SBC MIDWEST REGION 5-STATE**, any 911 fees or surcharges associated with Resale accounts shall be included by **SBC MIDWEST REGION 5-STATE** on CLEC's invoice and CLEC agrees to pay Ameritech all such fees and surcharges. **SBC MIDWEST REGION 5-STATE** shall then be responsible for submitting or retaining such fees and surcharges in accordance with the appropriate 911 cost recovery plan applicable to the local jurisdiction.

4.1.1 Should any CLEC End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.

4.2 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time.

4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.

4.4 Liability relating to End User Listings

4.4.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to **SBC-13STATE** under this Appendix, and/or CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit.

4.5 Each CLEC subscriber will receive one copy per primary End User listing of **SBC-13STATE**'s White Pages directory in the same manner and at the same time that they are delivered to **SBC-13STATE**'s subscribers.

4.5.1 If CLEC's End User already has a current **SBC-13STATE** local White Pages directory, **SBC-13STATE** shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.

4.6 **SBC-8STATE** will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.

4.7 At its request, CLEC may purchase one one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than **SBC-8STATE** "Informational Page". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC-8STATE** the "Informational Page" in the form of camera-ready copy.

4.8 Subject to any blocking that may be ordered by CLEC for its End Users', to the extent Directory Assistance (DA) services are provided to **SBC-13STATE** End Users, **SBC-13STATE** shall provide CLEC's End Users access to **SBC-13STATE** Directory Assistance services. CLEC shall pay **SBC-13STATE** the charges attributable to Directory Assistance services utilized by CLEC's End Users.

4.9 Subject to any blocking that may be ordered by CLEC for its End Users', **SBC-13STATE** will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.

4.10 **SBC-13STATE** offers CLEC the opportunity to customize route its End Users' OS/DA calls where technically feasible.

4.11 OS/DA Branding

4.11.1 Where technically feasible and/or available, **SBC-13STATE** will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name as outlined below:

4.11.2 Call Branding

4.11.2.1 **SBC-13STATE** will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:

4.11.3 **SBC-13STATE** – CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create CLEC specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.11.4 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

4.12 Branding Load Charges:

4.12.1 **SBC SOUTHWEST REGION 5-STATE** – 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 SOUTHWEST REGION 5-STATE** on behalf of CLEC when multiple brands are required on a single Operator Services trunk. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.

4.12.1.1 **SBC MIDWEST REGION 5-STATE –** An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC MIDWEST REGION 5-STATE** on behalf of CLEC when such services are provided. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.12.1.2 **SBC-2STATE –** An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.12.1.3 **SBC SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

5. OS/DA RATE/REFERENCE INFORMATION

5.1 When an **SBC-12STATE** Operator receives a rate request from a CLEC End User, where technically feasible and available, **SBC-12STATE** will quote the applicable OS/DA rates as provided by the CLEC.

5.2 **SBC SNET** - until technically feasible and/or available, when a **SBC SNET** Operator receives a rate request from a CLEC end user, **SBC SNET** will quote the surcharge rate only.

5.3 CLEC will furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

5.4 CLEC will inform **SBC-12STATE**, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-12STATE** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

5.5 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.

5.6 Payphone Services

5.6.1 CLEC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling **SBC-13STATE**'s services offered pursuant to the appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." In its Common Carrier Docket No. 96-128, the FCC ordered **SBC-13STATE** to compensate PSP customers of CLECs that resell **SBC-13STATE**'s services for certain calls originated from pay telephones. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."

5.6.2 The Parties desire that **SBC-13STATE** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.

5.6.3 **SBC-13STATE** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. **SBC-13STATE** will pay Payphone Compensation to CLEC only for:

5.6.3.1 IntraLATA subscriber 800 calls for which **SBC-13STATE** provides the 800 service to the subscriber and carries the call; and

5.6.3.2 IntraLATA calls placed using **SBC-13STATE**'s prepaid calling card platform and carried by **SBC-13STATE**.

5.6.4 **SBC-13STATE** will not be required to pay any Payphone Compensation for non-sent paid calls.

5.6.5 **SBC-13STATE** will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if **SBC-13STATE** deems it necessary to investigate a call or calls for possible fraud.

5.6.6 **SBC-13STATE** will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. **SBC-13STATE** will not automatically issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to **SBC-13STATE** on the bill.

5.6.7 Nothing in this Appendix entitles CLEC to receive or obligates **SBC-13STATE** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.

5.6.8 CLEC represents and warrants that the only **SBC-13STATE** services that CLEC will make available to PSPs as Payphone Lines are the payphone services that **SBC-13STATE** offers pursuant to the appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix.

5.6.9 Except as provided otherwise in this Section 4.9.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If **SBC-13STATE** pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from **SBC-13STATE**.

5.6.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:

5.6.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or

5.6.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or

5.6.10.3 False representation by CLEC.

5.7 Suspension of Service

5.7.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

5.7.2 **SBC-13STATE** will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated **SBC-13STATE** state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific CLEC Handbooks.

5.7.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

5.7.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

5.7.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

6. USE OF SBC BRAND

6.1 Except where otherwise required by law, CLEC shall not, without **SBC-13STATE**'s prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **SBC-13STATE** or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with **SBC-13STATE** in the provision of Telecommunications Services to CLEC's customers.

7. RESPONSIBILITIES OF SBC-13STATE

7.1 **SBC-13STATE** shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. **SBC-13STATE** shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces, as outlined in Appendix OSS.

7.2 **SBC-13STATE** shall implement CLEC service orders within the same time intervals **SBC-13STATE** uses to implement service orders for similar services for its own End Users.

7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

7.3 CLEC will have the ability to report trouble for its End Users to the appropriate **SBC-13STATE** trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling **SBC-13STATE** will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch **SBC-13STATE**'s network facilities, including those on End User premises.

7.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

7.4 **SBC-13STATE** will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should CLEC elect to subscribe to the DUF, CLEC agrees to pay **SBC-13STATE** the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."

7.5 **SBC-13STATE** shall make Telecommunications Services that **SBC-13STATE** provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. **SBC-13STATE** will notify CLEC of any changes in the terms and conditions under which **SBC-13STATE** offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or,

in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.

7.5.1 **SBC-13STATE** currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.

7.6 CLEC's End User's activation of Call Trace shall be handled by the **SBC-13STATE** operations centers responsible for handling such requests. **SBC-13STATE** shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.

7.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.

7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify **SBC-13STATE** against any Claim that insufficient information led to inadequate prosecution.

7.6.2 **SBC-13STATE** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7.7 This section applies only to **SBC CALIFORNIA**:

7.7.1 Cooperation on Fraud

7.7.1.1 Traffic Alert Referral Service

7.7.1.1.1 Traffic Alert Referral Service ("TARS") is a service that monitors traffic patterns associated with a CLEC's resold lines. On no less than thirty (30) calendar days written notice, CLEC may order **SBC CALIFORNIA**'s TARS. In providing TARS to CLEC, **SBC CALIFORNIA** 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 **SBC CALIFORNIA** 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 **SBC CALIFORNIA** with the correct email address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. **SBC CALIFORNIA** grants to CLEC a non-exclusive right to use the information provided by **SBC CALIFORNIA**. LEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay **SBC CALIFORNIA** a recurring usage rate as set forth in Appendix Pricing in the "OTHER (Resale)" category listed as "Traffic Alert Referral Service."

7.7.1.2 CLEC shall be liable for all fraud associated with any resale service to which it subscribes. **SBC CALIFORNIA** takes no responsibility, will not investigate, and will make no adjustments to CLEC's account(s) in cases of fraud or any other related End User dispute.

7.7.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, **SBC CALIFORNIA** shall not be liable for any damages to CLEC or to any other person or entity for **SBC CALIFORNIA**'s actions or the conduct of its employees in providing TARS to CLEC. CLEC shall indemnify, defend, and hold **SBC CALIFORNIA** 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 **SBC CALIFORNIA**'s TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of **SBC CALIFORNIA** or its employees.

7.8 This section applies only to **SBC CALIFORNIA**:

7.8.1 **SBC CALIFORNIA** 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, **SBC CALIFORNIA** will provide a recorded announcement of the CLEC name and number and **SBC CALIFORNIA** will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to **SBC CALIFORNIA** at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the CLEC name and 800/888 numbers for RTS to the CLEC repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes are set forth in the Appendix Pricing in the "OTHER (Resale)" category listed as "Repair Transfer Service." Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

8. RESPONSIBILITIES OF CLEC

8.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. **SBC-13STATE** shall abide by the same applicable laws and regulations.

8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies **SBC-13STATE** or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

8.2.1 **SBC-13STATE** shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to **SBC-13STATE** upon request and at no charge.

8.2.1.1 The following applies to **SBC MICHIGAN** only: The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.

8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, **SBC-13STATE** is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If **SBC-13STATE**, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, **SBC-13STATE** shall charge CLEC an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."

8.5 Should **SBC-13STATE** receive an order from CLEC for services under this Appendix, and **SBC-13STATE** is currently providing the same services to another local service provider for the same End User, CLEC agrees that **SBC-13STATE** may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from **SBC-13STATE**.

8.5.1 If **SBC-13STATE** receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then **SBC-13STATE** shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from **SBC-13STATE**.

8.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. **SBC-13STATE** will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number "WTN"), and terminal number of all End Users who have disconnected CLEC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC shall pay **SBC-13STATE** for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." CLEC agrees that **SBC-13STATE** may change the per WTN charge, at **SBC-13STATE**'s sole discretion, so long as **SBC-13STATE** provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. **SBC-13STATE** grants to CLEC a non-exclusive right to use the LDR information provided by **SBC-13STATE**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.

8.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.

8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by **SBC-13STATE** for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by **SBC-13STATE**.

8.7 **SBC-13STATE** shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.

8.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

8.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

8.9 CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces as described in this Appendix and Appendix OSS.

8.10 CLEC shall be responsible for providing to its End Users and to **SBC-13STATE** a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.

8.10.1 In the event that CLEC's End Users contact **SBC-13STATE** with regard to repair requests, **SBC-13STATE** shall inform such End Users to call CLEC and may provide CLEC's contact number.

8.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.

8.12 CLEC will provide forecasts to **SBC-13STATE** every January and July using the **SBC-13STATE** network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX RECORDING

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 3

3. RESPONSIBILITIES OF THE PARTIES 5

4. BASIS OF COMPENSATION 6

5. LIABILITY 6

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 7

APPENDIX RECORDING
(Recording, Message Processing And Provision Of Interexchange Carrier Transported Message Detail Appendix)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which **SBC-13STATE** will provide recording, message processing and message detail services as described in **Exhibit I** and **Exhibit II,** Exhibits I and II are part of this Appendix by reference.

1.1.1 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.1.2 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.4 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.1.5 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.1.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. DEFINITIONS

2.1 **"Access Usage Record" (AUR**) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

2.2 **"Assembly and Editing**" - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.

2.3 **"Billing Company**" - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.

2.4 **"Billable Message**" - a message record containing details of a completed IXC transported call which is used to bill an end user.

2.5 **"Centralized Message Distribution System" (CMDS)** - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between **SBC-13STATE** and the Billing Company.

2.6 "**Data Transmission**" - the forwarding by **SBC-13STATE** of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.

2.7 **"Exchange Message Record" (EMR**) - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.

2.8 **"Interexchange Carrier" (IXC)** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.

2.9 **"Interexchange Carrier Transported**" - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.

2.10 "**Local Access and Transport Area" (LATA)** - service areas defined in FCC Docket 78-72.

2.11 "**Message Processing" -** the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.

2.12 "**Originating Local Exchange Carrier Company"** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.

2.13 **"Provision of Message Detail"** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through **SBC-13STATE**'s internal network or national CMDS.

2.14 **"Record"** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

2.15 **"Recording"** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

2.16 **"Service Switching Point" (SSP)** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

2.17 **"Recording Company**" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

2.18 **"Switching Control Point" (SCP)** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.

2.19 **"800 SCP Carrier Access Usage Summary Record" (SCP Record)** - a summary record which contains information concerning the quantity and types of queries launched to an **SBC-13STATE** SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in **Exhibit II** pertaining to the production and forwarding of AUR data.

2.20 "**Terminating Local Exchange Carrier Company**" - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3. RESPONSIBILITIES OF THE PARTIES

3.1 **SBC-13STATE** will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to **SBC-13STATE** provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by **SBC-13STATE** -provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by **SBC-13STATE.**

3.2 **SBC-13STATE** will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by **SBC-13STATE**.

3.3 **SBC-13STATE** will provide access usage records that are generated by **SBC-13STATE**.

3.4 Assembly and editing will be performed on all IXC transported messages recorded by **SBC-13STATE**, during the billing period established by **SBC-13STATE** and selected by CLEC.

3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by **SBC-13STATE** and provided to CLEC.

3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

3.7 **SBC-13STATE** will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.

3.8 In **Exhibit II**, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. **SBC-13STATE** reserves the right to limit the frequency of transmission to existing **SBC-13STATE** processing and work schedules, holidays, etc.

3.9 **SBC-13STATE** will determine the number data files required to provide the access usage record detail to CLEC.

3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of **SBC-13STATE** will not be recovered and made available to CLEC except on an individual case basis at a cost determined by **SBC-13STATE.**

3.11 When **SBC-13STATE** receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, **SBC-13STATE** will forward those messages to CLEC.

3.12 **SBC-13STATE** will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.

4. BASIS OF COMPENSATION

4.1 **SBC-13STATE** as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this agreement on a reciprocal, no-charge basis. CLEC agrees to provide any and all Summary Usage Records (SURs) required by **SBC-13STATE** on a reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.

5.2 When **SBC-13STATE** is notified that, due to error or omission, incomplete data has been provided to the CLEC, **SBC-13STATE** will make reasonable efforts to locate and/or recover the data and provide it to the CLEC at no additional charge. Such requests to recover the data must be made within thirty (30) calendar days from the date the details initially were made available to the CLEC. If written notification is not received within thirty (30) calendar days, **SBC-13STATE** shall have no further obligation to recover the data and shall have no further liability to the CLEC.

5.3 If, despite timely notification by the CLEC, message detail is lost and unrecoverable as a direct result of **SBC-13STATE** having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, **SBC-13STATE** will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, **SBC-13STATE**'s liability to the CLEC shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

5.4 **SBC-13STATE** will not be liable for any costs incurred by the CLEC when the CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by **SBC-13STATE**.

5.5 The CLEC agrees to defend, indemnify, and hold harmless **SBC-13STATE** from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the CLEC, its customers or end users. The CLEC shall defend against all End Users' claims just as if the CLEC had provided such service to its End Users with its own employees.

5.6 The CLEC also agrees to release, defend, indemnify and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by **SBC-13STATE** employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.

5.7 The CLEC also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.

5.8 **SBC-13STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, **SBC-13STATE** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

EXHIBIT I
SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #1: This option has been withdrawn.

Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLECCLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #4: CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

Option #5: CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

Option #6: This option has been withdrawn.

Option #7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

Option #9: This option has been withdrawn.

Option #10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option #11: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #12: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #13: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #14: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #15: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

MESSAGE PROVISIONING

Option #16: The Recording Company will forward all IXC transported message detail records or access usage records to the CLEC generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. The CLEC forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through **SBC-13STATE**'s internal network or using the CMDS network.

Form SW-1773-I

EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive billable messages daily.)

___ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive AURs daily.)

___ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

APPENDIX LIDB and CNAM – AS

TABLE OF CONTENTS

1. INTRODUCTION 3
2. DEFINITIONS 5
3. GENERAL DESCRIPTION 7
4. SERVICE DESCRIPTION 7
5. MANNER OF PROVISIONING 12
6. BILLING 18
7. PRICE AND PAYMENT 18
8. CONFIDENTIALITY 18
9. LIABILITY 18
10. DISCLAIMER OF WARRANTIES 19
11. ASSIGNMENT 19
12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 19

APPENDIX LIDB and CNAM - AS

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) and/or the CNAM Database provided by the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC MIDWEST REGION 5-STATE**, **SBC SNET** and **SBC NEVADA** do not own a LIDB. Additionally, **SBC NEVADA** and **SBC SNET** do not own a CNAM Database. Each of these companies obtain their LIDB and/or CNAM Database services as follows:

1.2.1 **SBC MIDWEST REGION 5-STATE** stores and administers its LIDB information on SNET DG's LIDB. **SBC MIDWEST REGION 5-STATE** stores and administers its CNAM information on its CNAM Database

1.2.2 **SBC SNET** stores and administers its LIDB and CNAM information on **SNET DG**'s LIDB

1.2.3 **SBC NEVADA** stores and administers its LIDB and CNAM information on **SBC CALIFORNIA**'s LIDB.

1.3 Both **SBC CALIFORNIA** and **SNET DG** also provide LIDB and/or CNAM data storage and administration for LIDB and/or CNAM information for other carriers not a party to this Agreement. Any use of the possessive in this Appendix as applied to **SBC MIDWEST REGION 5-STATE**, **SBC SNET** and **SBC NEVADA** will not indicate ownership but shall indicate the relationship described in paragraph 1.2.

1.4 The terms, conditions, and prices for LIDB and/or CNAM data storage and administration in this Appendix will apply to data storage and administration of CLEC's data for accounts using **SBC-13STATE**'s unbundled switching UNE where such unbundled switching UNE is provided pursuant to an Interconnection Agreement between CLEC and **SBC-13STATE**. Data storage and administration for all other data on **SBC-13STATE**'s LIDB and/or CNAM database as well as on **SNET DG**'s LIDB Database will be pursuant to another agreement between CLEC and the Database owning entity.

1.5 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.6 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.7 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.9 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.10 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.11 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.12 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.13 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.14 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.15 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.16 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.17 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.18 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.19 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.20 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.21 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.22 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.23 **SNET DG** - As used herein, **SNET DG** means SNET Diversified Group, Inc., a Connecticut corporation.

2. DEFINITIONS

2.1 **"Account Owner"** means a telecommunications company, including **SBC-13STATE** that provides an End User's local service and such company stores and/or Administers the End User's associated line record information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

2.2 **"Administer or Administration"** means, for the purpose of this Appendix, the ability of an Account Owner to create, modify, update, or delete its line record information in LIDB through interfaces agreed to between the Parties.

2.3 **"Assignment Authority"** means a nine- to thirty-digit code-set that identifies an authorization hierarchy (also known as an object identifier). The format of the nine-digit code set is A-B-CCCC-DDD where "A" represents an international standards body, "B" represents a national standards body, "CCCC" represents a network operator, and "DDD" represents a local assignment. For code-sets from ten to thirty digits, the "DDD" section of the code is expanded to include the extra digits. An Assignment Authority plus a Custom ID comprise the unique identifier of a LIDB Custom Data Element.

2.4 **"Billing Clearinghouse"** means a billing and collection service bureau for Interexchange Carriers and other telecommunication companies which become members and wish to arrange for the billing and collection of services provided to End Users.

2.5 **"Complete Screen"** means that the Query-originator was denied access to all of the information it requested in its Query.

2.6 **"Custom Data Element**" means a Data Element that applies to a specific LIDB or to a specific Account Owner on a specific LIDB. Custom Data Elements do not have a Transaction Capabilities Application Part (TCAP) ID. Instead, they have a unique combination of Assignment Authority and Custom ID. Custom Data Elements are not defined by Telcordia Technologies' Generic Requirements. Validation, Originating Line Number Screening (OLNS), and CNAM Queries cannot retrieve custom Data Elements.

2.7 **"Custom ID"** means a unique two- to five-digit code-set assigned by a LIDB owner to each Custom Data Element stored in a LIDB. A Custom ID plus an Assignment Authority comprise the unique identifier of a LIDB Custom Data Element.

2.8 **"Data Clearinghouse"** means a service bureau for companies that arrange for the collection of data from various sources to arrange for the billing and/or provisioning of services that require data from multiple sources, including LIDB.

2.9 **"Data Element"** means a line record informational component that has a unique identifier. Data Elements are identified either as Custom Data Elements or as Standard Elements depending on the type of unique identifier.

2.10 **"Data Screening (or LIDB Data Screening)"** means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information returned to a Query-originator.

2.11 **"Database" (or Data Base)** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information as well as the service logic that provides the transactional processing capability.

2.12 **"ENUM"** means a protocol developed in the Internet Engineering Task Force (IETF) Request for Comment (RFC) 2916 for fetching (searching and retrieving) Universal Resource Identifiers (URIs) given an International Telecommunications Union (ITU) E.164 number. ENUM translates an E.164 domestic or international telephone number into a series of Internet addresses or Universal Resource Identifiers (URIs).

2.13 **"GetData"** means the capability of a LIDB owner to process and respond to GetData Queries as well as to create Custom Data Elements and Standard Data Elements accessible via GetData Query processing logic.

2.14 **"GetData Query"** means a specific LIDB Query-type transmitted over the CCS/SS7 network that allows a Query-originator to invoke LIDB GetData query processing logic and thereby extract data from LIDB.

2.15 **"Level 1 Data Screening"** means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, and per LIDB basis.

2.16 **"Level 2 Data Screening"** means a security capability that is Administered by a LIDB owner at the direction or request of an Account Owner or Query Originator. This capability gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, per Account Owner, and per LIDB basis.

2.17 **"LIDB Data Screening (or Data Screening)"** see Data Screening.

2.18 **"Originating Line Number Screening" (OLNS)** means a specific LIDB Query-type that requests the originating call processing, billing, and service profiles of an telephone number.

2.19 **"Originating Point Code" (OPC)** means a 9-digit code that identifies the Service Platform from which a Query originates and to which a Response is returned.

2.20 **"Partial Screen"** means that the Query-originator, as identified in the appropriate layer of the query/message, is denied access to some of the information it requested in its Query.

2.21 **"Personal Identification Number"** (**PIN**) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

2.22 **"Query"** means a message that represents a request to a Database for information.

2.23 **"Query Transport Rate"** means a per-query usage rate that applies to certain Queries transported from an **SBC-12STATE** STP to the SCP where LIDB resides and back.

2.24 **"Response"** means a message that, when appropriately interpreted, represents an answer to a Query.

2.25 **"Standard Data Element"** means a data element in LIDB that has a unique Transaction Capabilities Application Part (TCAP) ID and is defined in Telcordia Technologies' Generic Requirements documentation.

2.26 **"Terminating Point Code"** means a 9-digit code that identifies the network node that will receive a Query or a Response.

2.27 **"Service Platform"** means the physical platform that generates GetData Queries and is identified to LIDB by an Originating Point Code contained in the Query. A service platform may be a telephony switch, an SCP, or any other platform capable of correctly formatting and launching GetData Queries and receiving the associated Response.

2.28 **"Validation Information"** means an Account Owner's records of all of its Calling Card Service and Toll Billing Exception Service.

2.29 **"Validation Query"** means collectively both Calling Card Query and Billed Number Screening (BNS) Query.

3. GENERAL DESCRIPTION

3.1 The Line Information Data Base (LIDB) and CNAM Database are transaction-oriented databases that function as a centralized repository for data storage and retrieval. LIDB and CNAM Database are accessible through Common Channel Signaling (CCS) networks. LIDB contains records associated with customer telephone Numbers and Special Billing Numbers (which includes CNAM data). CNAM Database contains name information associated with customer telephone numbers. LIDB and CNAM Databases accept Queries from other network elements and provide return result, return error, and return reject responses as appropriate. In **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC SNET**, LIDB and CNAM are not separated; instead, CNAM information is contained in LIDB. **SBC MIDWEST REGION 5-STATE**'s CNAM information resides on both the **SBC MIDWEST REGION 5-STATE**'s CNAM Database and on the LIDB **SBC MIDWEST REGION 5-STATE** uses for LIDB Queries; however, CNAM Queries are currently processed in the **SBC MIDWEST REGION 5-STATE** CNAM Database.

3.2 All CNAM information is currently administered through a LIDB SMS.

3.3 **SBC-12STATE** will provide CLEC with data storage and administration for LIDB and/or CNAM information under this Appendix only in association with CLEC's provisioning of service through an **SBC-13STATE** switching UNE where such switching UNE is provided pursuant to Section 251(c)(3) of the Act. Any other LIDB and/or CNAM data storage and administration will be pursuant to another agreement, including where available, effective tariffs as revised

3.4 For data stored on **SNET DG**'s LIDB, CLEC will obtain GetData and LIDB Data Screening pursuant to an agreement between CLEC and **SNET DG**.

3.5 **SBC-12STATE**'s LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide **SBC-12STATE** with the capability of creating, modifying, changing, or deleting, line record in LIDB. **SBC-12STATE**'s LIDB is also connected directly to an adjunct fraud monitoring system.

3.6 From time-to-time, **SBC-12STATE** enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level Data Elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require CLEC to update its line record with new or different information. Nothing herein shall require **SBC-12STATE** to make any enhancements to its LIDB except at its sole discretion.

3.7 CLEC will submit all requests to create, modify, and delete, line records in LIDB and/or CNAM Database through the interfaces and processes described in section 4 as appropriate. **SBC-12STATE** will not accept, and CLEC will not send, manual update requests for data Administration (e.g., faxes and emails).

4. SERVICE DESCRIPTION

4.1 Unbundled electronic access to LIDB SMS is optional for CLEC's accounts associated with an **SBC-13STATE** unbundled switching UNE. Unbundled electronic access to LIDB SMS provides eligible CLECs with the capability to access and Administer CLEC's line record information in LIDB.

4.2 CLEC cannot use any of the unbundled, electronic interfaces **SBC-12STATE** provides under this Appendix to access any line records CLEC might have in **SBC-12STATE**'s LIDB that are Administered by a company

other than CLEC or that CLEC Administers through the Local Service Request (LSR) Process (as that term is discussed in Section 4.7).

4.3 Electronic Interfaces - Where available, **SBC-12STATE** has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface. These interfaces and their capabilities are not compatible with, nor can they be used in conjunction with, the LSR Process described in this section 4 (below).

4.3.1 Service Order Entry Interface

4.3.1.1 The Service Order Entry Interface provides unbundled access to **SBC-12STATE**'s LIDB SMS that is equivalent to **SBC-13STATE**'s own service order entry process. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process or other data source(s) (such as back office systems) into the LIDB SMS. **SBC CALIFORNIA**, **SBC MIDWEST REGION 5-STATE** and **SBC SNET** will provide the Service Order Entry Interface to requesting CLECs that use those ILEC's local switching UNE within one hundred eighty days (180) upon request unless otherwise offered earlier.

4.3.1.2 CLEC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide **SBC-12STATE** with a security gateway for CLEC's access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to **SBC-12STATE**'s Service Order Entry Interface. CLEC does not gain access to any other interface, database, operations support system, or other SMS through this Appendix.

4.3.1.3 **SBC-12STATE** will provide CLEC with the file transfer protocol specifications CLEC will use to Administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for **SBC-12STATE** to provide CLEC with Data Base administration and storage.

4.3.1.4 CLEC can choose the Service Order Entry Interface as its only unbundled electronic interface to an **SBC-12STATE**'s LIDB SMS or CLEC can choose to use this interface in conjunction with the Interactive Interface that **SBC-12STATE** provides under this Appendix. CLEC understands that if it chooses to use only the Service Order Entry Interface, CLEC will not have access to any data Administration capabilities available solely to the Interactive Interface that CLEC has chosen not to use (e.g., the ability to view line records in the SMS).

4.3.1.5 CLEC understands and agrees that its access to **SBC-12STATE**'s LIDB SMS through the Service Order Entry Interface will be limited to its subscribers' line records that are not Administered through the LSR Process.

4.3.2 Interactive Interface

4.3.2.1 The Interactive Interface provides CLEC with unbundled access to **SBC CALIFORNIA**'s and **SBC SOUTHWEST REGION 5-STATE**'s LIDB SMS that is equivalent to **SBC CALIFORNIA**'s and **SBC SOUTHWEST REGION 5-STATE**'s access at its LIDB Data Base Administration Center (DBAC). Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its line records, CLEC can perform all of the data Administration tasks **SBC CALIFORNIA**'s and/or **SBC SOUTHWEST REGION 5-STATE**'s LIDB DBAC personnel can perform on **SBC CALIFORNIA**'s and/or **SBC SOUTHWEST REGION 5-STATE**'s own line records. **SBC MIDWEST REGION 5-STATE**

and **SBC SNET** will provide CLEC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.

4.3.2.2 CLEC's access to the LIDB SMS through the Interactive Interface will be limited to CLEC's subscribers' line records that are not Administered through the LSR Process.

4.3.2.3 CLEC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for CLEC's access to the Interactive Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to the Interactive Interface and the LIDB SMS. CLEC does not gain access to any other interface, database, operations support system, or other SMS through this Appendix.

4.3.2.4 CLEC will use hardware and software that is compatible with the LIDB administrative system CLEC will access through the Interactive Interface.

4.3.2.5 CLEC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB SMS or CLEC can choose to use this interface in conjunction with the Service Order Entry Interface that **SBC-12STATE** provides under this Appendix. CLEC understands and agrees that if it chooses to use only the Interactive Interface, CLEC will not have access to any data Administration capabilities available solely to the Service Order Entry Interface that CLEC has chosen not to use (e.g., batch updates).

4.4 Data Migration Interface

4.4.1 The Data Migration Interface provides CLEC the ability to migrate its entire data store to or from **SBC-12STATE**'s LIDB and/or CNAM Database.

4.4.2 Data Migration Interface is available for line records associated with End Users served (or that will be served) by an **SBC-12STATE** switching UNE.

4.4.3 When CLEC is migrating its line record information to another LIDB and/or CNAM Database provider, CLEC will coordinate its move with the new Database provider.

4.4.3.1 CLEC will coordinate a meeting between its new Database provider and **SBC-12STATE**'s LIDB system administrators to establish all dates for the exchange of line record information. CLEC is responsible for initiating all updates to network routing information such as the Calling Name Access Routing Guide (CNARG), LIDB Access Routing Guide (LARG), and Number Portability Administration Center (NPAC).

4.4.3.2 CLEC will use the Administrative interfaces and/or processes that it selected pursuant to this section 4 to delete all line record from **SBC-12STATE**'s LIDB and/or CNAM Database according to the schedule established by its new Database provider.

4.4.3.3 In **SBC SOUTHWEST REGION 5-STATE** only, CLEC will update its LIDB Ballot to indicate that line records associated with conversion activity will result in the deletion of the line record from **SBC SOUTHWEST REGION 5-STATE**'s LIDB.

4.4.3.4 **SBC-12STATE** will provide Data Migration information to CLEC's new LIDB and/or CNAM Database provider formatted as set forth in GR-2992-CORE, using a medium agreed to between **SBC-12STATE** and CLEC's new LIDB and/or CNAM Database provider.

4.4.4 When CLEC is migrating its LIDB and/or CNAM line record information to **SBC-12STATE**, **SBC-12STATE** will coordinate with CLEC to establish all dates for the exchange of line record information as well as updates to network routing information such as the Calling Name Access Routing Guide (CNARG) and the LIDB Access Routing Guide (LARG). CLEC is responsible for all updates to the Number Portability Administration Center (NPAC) that will support its data migration.

4.4.5 **SBC-12STATE** will accept Data Migration information from CLEC's previous LIDB and/or CNAM Database provider in a format set forth in GR-2992-CORE using a medium agreed to between **SBC-12STATE** and CLEC's previous LIDB and/or CNAM Database provider.

4.4.6 CLEC is responsible for arranging for the deletion of its line record information from its prior LIDB and/or CNAM Database.

4.5 LIDB Editor Interface

4.5.1 LIDB Editor Interface provides CLEC with unbundled access to **SBC-12STATE**'s LIDB Editor that is equivalent to **SBC-12STATE**'s manner of access. LIDB Editor provides CLEC with emergency access to LIDB when a LIDB SMS is unable to access LIDB or is otherwise inoperable. **SBC-12STATE** will also provide CLEC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow CLEC to communicate with a LIDB SMS.

4.5.2 LIDB Editor Interface is not an interface to a LIDB SMS. LIDB Editor is an SCP tool accessible only by authorized **SBC-12STATE** employees. CLEC will have access to such **SBC-12STATE** employees only for the same purposes that **SBC-12STATE** has access to LIDB Editor.

4.5.3 **SBC-12STATE** limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve line record updates to deny ABS requests due to fraud.

4.5.4 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' line record.

4.5.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to **SBC-12STATE** at the time CLEC makes its update request. CLEC and **SBC-12STATE** will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.

4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between LIDB SMS data and LIDB data. CLEC agrees that it will confirm all LIDB Editor Interface updates over the administrative interface or LSR Process CLEC uses to Administer its line records once SMS update capability is restored. CLEC understands that if it does not confirm such updates, its updates might become reversed during audit processing.

4.6 Audits

4.6.1 LIDB Audit

4.6.1.1 This audit is between the LIDB SMS and LIDB. This audit verifies that the LIDB SMS records match LIDB records. The LIDB Audit is against all line records and Group Record information in the LIDB SMS and LIDB, regardless of account ownership.

4.6.1.2 **SBC-12STATE** will run the LIDB audit on a regular basis.

4.6.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

4.6.2 Source Audit

4.6.2.1 This audit verifies that an Account Owner's line records in the LIDB SMS match the source of the Account Owner's line records.

4.6.2.2 For purposes of this audit, the source of CLEC's line records Administered through the LSR Process will be the **SBC-13STATE**'s billing system that contains the LIDB data for such Account Owners.

4.6.2.3 For purposes of this audit, the source of CLEC's line records Administered through direct unbundled electronic interfaces shall be CLEC's system or process as identified by CLEC.

4.6.2.4 **SBC-12STATE** will provide CLEC with a file containing all of CLEC's line records in LIDB that CLEC Administers through unbundled electronic interface(s). **SBC-12STATE** will deliver such file(s) to CLEC electronically over the Service Order Entry Interface.

4.6.2.5 CLEC will use the file **SBC-12STATE** provides in Section 4.6.2.4 to audit CLEC's LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the unbundled electronic interface(s) CLEC has requested under this Appendix.

4.6.2.6 **SBC-12STATE** will provide CLEC with scheduled and unscheduled Source Audits as set forth following: (i) **SBC-12STATE** will provide CLEC with a source audit file once per year. Such audit files will represent CLEC's entire data store of line records to which CLEC has administrative access. CLEC is responsible for initiating all requests for Source Audits. The Parties will mutually agree upon the dates such audit files will be provided; (ii) CLEC can request additional source audit files and **SBC-12STATE** will work cooperatively to accommodate all reasonable CLEC requests for such additional source audit files.

4.6.3 Data Screening Verification

4.6.3.1 **SBC 12STATE** will accept CLEC requests for verification of its Level 2 Data Screening requests only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by **SBC-12STATE** which the Parties agree **SBC-12STATE** may change from time to time.

4.7 LSR Process

4.7.1 The LSR Process is an optional process that allows CLEC to create and Administer its data through a bundled **SBC-13STATE**'s service order flow. The LSR Process is only available to CLEC when CLEC is providing service to End Users using **SBC-13STATE**'s switching UNE.

4.7.2 The LSR Process is not an unbundled interface to the LIDB SMS and CLEC will not have access to any of the Administrative capabilities of the electronic unbundled interfaces set forth in this Section 4 if CLEC uses the LSR Process. CLEC can obtain unbundled access to **SBC-12STATE**'s LIDB SMS only through the electronic unbundled interfaces **SBC-12STATE** offers in Section 4.3 of this Appendix.

4.7.3 CLEC will not have direct access to any of its records in the LIDB administrative system that CLEC Administers through the LSR Process. Such direct access is available only through the electronic unbundled interfaces.

4.7.4 CLEC will provide complete information in its LSR to **SBC-13STATE** so that CLEC's line record(s) can be populated completely, accurately, and in a timely manner. If CLEC's LSR does not contain information needed to populate a Standard Data Element in LIDB, such Data Element will be populated by default information. Such default derivation will apply to all CLECs using the LSR Process that also omit such Standard Data Element(s). Use of default information does not relieve CLEC of its responsibility for providing **SBC-12STATE** complete, accurate, and timely information. In the event CLEC relies upon default information under this paragraph, **SBC-12STATE** will not be responsible for any claim or damage resulting from the use of such default information, except in the event of **SBC-12STATE**'s gross negligence or willful misconduct.

4.7.5 If CLEC elects to create a Custom Data Element(s) administered through the LSR Process, CLEC will request changes to the LSR process through a Bona Fide request that will support the creation and administration of such Custom Data Element(s). CLEC will include in the design phase of these changes what actions the SMS should take if CLEC omits its Custom Data Element(s) from the LSR.

4.7.6 The following applies only to **SBC SOUTHWEST REGION 5-STATE**.

4.7.6.1 CLEC will identify through a registration form or ballot that **SBC SOUTHWEST REGION 5-STATE** will make available to CLEC, how CLEC's line records will be created, transferred, and/or administered on an ongoing basis. CLEC will provide a complete registration form or ballot prior to issuing Local Service Requests.

4.8 Fraud Monitoring

4.8.1 **SBC-12STATE**'s fraud monitoring system(s) provides CLEC with notification messages. Notification messages indicate potential incidences of ABS-related fraud for investigation. **SBC-12STATE** will provide CLEC with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

4.9 LIDB Data Screening

4.9.1 LIDB Data Screening is a security application that provides CLEC with the capability of allowing, denying, or limiting a Query originator's access to CLEC's data that is stored on **SBC-12STATE**'s LIDB(s). CLEC can apply such security application on a per-Originating Point Code, per-Query type, per-Data Element, and LIDB basis.

4.9.2 The ability to allow or limit Query originators to CLEC's data provides CLEC with the ability to use LIDB to create proprietary or custom services such as proprietary calling cards or other services based upon LIDB data.

4.9.3 **SBC-12STATE** will not share with CLEC the Level 2 Data Screening decisions of any other Account Owner in LIDB. However, **SBC-12STATE** will work cooperatively with CLEC to implement and manage CLEC's own Data Screening needs.

5. MANNER OF PROVISIONING

5.1 **SBC-12STATE** will provide to CLEC, on request, **SBC-12STATE**-specific documentation regarding record formatting and associated hardware requirements of the interfaces **SBC-12STATE** provides for LIDB data Administration when CLEC chooses to use such interfaces.

5.2 CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

5.3 **SBC-12STATE** will input information provided by CLEC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that CLEC will store in **SBC-12STATE**'s LIDB and/or CNAM Database. CLEC shall provide all information needed by **SBC-12STATE** to fully and accurately populate all Standard Data Elements in a LIDB line record. This information may include, but is not limited to, Calling Card Service information, Toll Billing Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.

5.4 Forecasts

5.4.1 CLEC will furnish, prior to the initial load of CLEC's data, and as requested by **SBC-12STATE** thereafter, the following forecast data:

5.4.1.1 the number of working lines per account group;

5.4.1.2 the number of working line numbers to be established;

5.4.1.3 the average number of monthly changes to these records;

5.4.1.4 the number of busy hour queries, by query type; and

5.4.1.5 the number of annual queries by query type.

5.4.2 CLEC will furnish, prior to any development CLEC will undertake to create any Custom Data Element, the following forecast information:

5.4.2.1 The size of the Data Element in terms of bytes;

5.4.2.2 The frequency of updates on a per-Custom Data Element Basis;

5.4.2.3 The number of line records to which the Custom Data Element will apply; and

5.4.2.4 The number of monthly busy hour queries that will request the new Custom Data Element(s).

5.4.3 If **SBC-12STATE**, at its sole discretion, determines that it lacks adequate storage or processing capability, prior to the initial loading of CLEC information, **SBC-12STATE** will notify CLEC of **SBC-12STATE**'s inability to provide the Custom Data Element until such time as **SBC-12STATE** gains adequate SMS and/or LIDB data storage and Administration and/or processing capability. Customer will request such additional data storage and Administration and/or processing capability through the Bona Fide Request (BFR) process and **SBC-12STATE** will have no liability to CLEC while **SBC-12STATE** gains such needed data storage and administration and/or processing capability.

5.4.4 CLEC may submit updated or changed forecasts due to unforeseen events at any time and **SBC-12STATE** encourages CLEC to submit such forecasts as soon as practical. **SBC-12STATE** may request revised forecasts, but no more frequently than every six (6) months and then only if **SBC-12STATE** has reason to believe there may be significant error in CLEC's latest forecast.

5.4.5 The requirements for initial forecast in section 5.4.1 will not apply to services that were already in operation on an SBC Service Platform immediately prior to CLEC providing service to the End User on such Service Platform through resale or unbundled local switch ports pursuant to an interconnection agreement with **SBC-12STATE**.

5.4.6 During the life of this Appendix, additional forecasts will be required at least thirty (30) days in advance of any event(s) that is likely to result in significant change in CLEC's data storage and administration efforts. Such events may include, but are not limited to, porting non-native telephone numbers onto an **SBC-12STATE** switching UNE, deployment of new service offerings, and creation of new Data Elements.

5.4.7 In addition to and without qualifying any other limitation of liability provision contained in this Appendix, if CLEC does not provide **SBC-12STATE** with reliable forecast information as set forth in this Section 5, **SBC-12STATE** shall not be liable for any service degradation that may occur, including without limitation, loss of service

5.5 CLEC will furnish all line records and group records in a format required by **SBC-12STATE** to establish records in LIDB and/or CNAM Database for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

5.6 CLEC is responsible for all line records for which CLEC is the Account Owner. This includes all data, data Administration, line records that CLEC creates, and/or line records that are transferred to CLEC's ownership as a result of CLEC becoming the provider of local service to the End User(s) associated with such line records.

5.7 The unbundled electronic interfaces offered in this Appendix are the sole means through which CLEC can directly administer its line records in **SBC-12STATE**'s LIDB.

5.8 CLEC will Administer its data in **SBC-12STATE**'s LIDB in such a manner that accuracy of response information and consistency of available data contained within the LIDB are not adversely impacted. CLEC's Administrative responsibility includes, but is not limited to:

5.8.1 Populating all Standard Data Elements defined for **SBC-12STATE**'s LIDB.

5.8.2 Deleting line records from **SBC-12STATE**'s LIDB and/or CNAM Database when CLEC migrates such line records from an **SBC-12STATE**'s LIDB and/or CNAM Database to another Database unless CLEC otherwise arrange with **SBC-12STATE** to delete such records on CLEC's behalf.

5.8.3 Deleting line records from **SBC-12STATE**'s LIDB associated with End Users that disconnect from or otherwise leave CLEC's service.

5.8.4 If CLEC resells the services associated with its line records to a third party, and those line records remain in an **SBC-12STATE**'s LIDB, CLEC will administer those records through the unbundled electronic interfaces **SBC-12STATE** offers in Sections 4.3 of this Appendix, so that companies Querying **SBC-12STATE**'s LIDB and/or CNAM Database will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.

5.8.5 If CLEC has operational unbundled electronic interfaces and CLEC has creates its records directly through such interfaces, CLEC will create its records as soon as possible, but in no event later than twenty-four (24) hours of the deletion of any previous line record or, if there is no previous line record, within twenty-four (24) hours of providing the End-User with dial tone.

5.8.6 If CLEC administers its line records directly through unbundled electronic interface, CLEC will delete its LIDB line records associated with an End-User disconnecting telecommunications service. CLEC will delete such line records as soon as possible but in no event later than twenty-four (24) hours of the End User's disconnection.

5.9 CLEC will use either the LSR Process or an unbundled electronic interface(s) for all accounts that use the same NECA, Inc. company code.

5.10 If CLEC begins providing local services before CLEC completes and returns to **SBC SOUTHWEST REGION 5-STATE** its LSR Process registration form (or ballot), **SBC SOUTHWEST REGION 5-STATE** will treat CLEC's LSRs as if CLEC has elected to Administer all activity on its line records directly through an unbundled electronic interface.

5.11 **SBC-12STATE** will provide the capability needed to perform query/response functions on a call-by-call basis for CLEC's line records residing in an **SBC-12STATE** LIDB.

5.12 With respect to all matters covered by this Appendix, each Party shall adopt and comply with **SBC-12STATE**'s standard operating methods and procedures and shall observe the rules and regulations that cover the Administration of the LIDB SMS and the fraud monitoring system, as set forth in **SBC-12STATE** practices. The Parties acknowledge that **SBC-12STATE** may change those practices from time to time.

5.13 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an **SBC-12STATE**'s LIDB is the responsibility of **SBC-12STATE**. CLEC acknowledges and agrees that **SBC-12STATE**, in its role as system administrator, may need to access any record in LIDB, including any such records administered by CLEC over unbundled electronic interfaces. **SBC-12STATE** will limit such access to those actions necessary, in its reasonable judgment, to ensure the successful operation and Administration of **SBC-12STATE**'s SCP and LIDB.

5.14 If CLEC creates its line records directly through unbundled electronic interfaces, CLEC will not have to provide on its LSR its end-user marketing and/or service information for LIDB on new connect and conversion activity LSRs. CLEC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if CLEC will perform ongoing Administration of its line records directly through unbundled electronic interfaces.

5.15 **SBC-12STATE** will, at its sole discretion, allow or negotiate any and all access to an **SBC-12STATE**'s LIDB and/or CNAM Database for all Query types supported by these Databases. CLEC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an **SBC-12STATE**'s LIDB. CLEC acknowledges that when **SBC-12STATE** allows an entity to access **SBC-12STATE**'s LIDB, such Query originators will also have access to CLEC's data that is also stored in such **SBC-12STATE**'s LIDB unless CLEC otherwise invokes Level 2 Data Screening.

5.16 The following applies only to **SBC SOUTHWEST REGION 5-STATE**:

5.16.1 **SBC SOUTHWEST REGION 5-STATE** will identify line records it transfers to CLEC's ownership without changes in End User information by setting the record status indicator of the line record to a transitional value. CLEC must confirm that it provides the same services to the End User as did the previous local service provider by changing the record status indicator back to a value of stable. If CLEC does not make its confirmation within seven (7) days, of the transfer, **SBC SOUTHWEST REGION 5-STATE** will convert all billing indicators of said Line record to a denial value. If such Line record continues to remain in transitional status, **SBC SOUTHWEST REGION 5-STATE** will consider the Line record abandoned by CLEC and delete such Line record on the twenty-first (21) day after the record's creation. For purposes of calculating the seventh and twenty-first day, **SBC SOUTHWEST REGION 5-STATE** will count the day of the record's creation as zero (0). **SBC**

SOUTHWEST REGION 5-STATE's ability to delete such Line records does not relieve CLEC of its responsibility to Administer its records accurately and in a timely manner.

5.16.2 CLEC understands that transfers of line record ownership without changes in End User information includes all pre-existing end-user information, including calling card information, to CLEC's ownership. However, such transfers will result in changes to record ownership information such as Account Owner and Revenue Accounting Office (RAO) data as such information is entered by CLEC on its LSR, or default information created from a lack of CLEC's entry of data.

5.16.3 CLEC understands that transfers of line record ownership with changes in End User information will change every data element in the LIDB line record as part of the transfer of ownership. The new line record will not be marked transitional. Ownership changes Administered through the LSR Process where the LSR does not contain all LIDB Standard Data Elements will result in the population of default values for the missing Standard Data Elements or derivation of the values for those Standard Data Elements based on other LSR entries.

5.17 LIDB Data Screening

5.17.1 **SBC-12STATE** is responsible for initiating, modifying, or deactivating Level 1 Data screening. CLEC is responsible for initiating, modifying, or deactivating Level 2 Data Screening.

5.17.2 CLEC understands that requests to allow, deny, or limit a Query originator's access to CLEC's data will apply to the point code associated with the Service Platform that launches the LIDB Query. As such, all entities that Query LIDB through a single Originating Point Code will be affected by CLEC's Level 2 Data Screening decisions regarding such Originating Point Code.

5.17.3 CLEC will use an interface designated by **SBC-12STATE** to notify **SBC-12STATE** of CLEC's Level 2 Data Screening requests. **SBC-12STATE** will accept such blocking requests from CLEC only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by **SBC-12STATE**. CLEC will provide such Level 2 Data Screening requests according to time frames set forth in **SBC-12STATE**'s operating procedures, which the Parties agree **SBC-12STATE** may change from time to time at its sole discretion. **SBC-12STATE** shall not be responsible for any claims related to untimely or incorrect blocking requests.

5.17.4 CLEC will Administer its LIDB Data Screening Requests according to methods and procedures developed by **SBC-12STATE** which the Parties agree **SBC-12STATE** may change from time to time at its sole discretion. The Parties will work cooperatively to administer CLEC's Level 2 Data Screening in a timely and efficient manner.

5.17.5 If an entity with appropriate jurisdictional authority determines that **SBC-12STATE** cannot offer Level 2 Data Screening and/or determines that **SBC-12STATE** cannot comply with CLEC's request for Level 2 Data Screening, the Parties agree that **SBC-12STATE** will not abide by CLEC's requests for such Data Screening and **SBC-12STATE** will not have any liability to CLEC for not providing such Data Screening.

5.17.6 If CLEC, or CLEC's affiliate(s), also originate Queries to **SBC-12STATE**'s LIDB(s) and CLEC and/or CLEC's affiliate(s) has obtained a ruling from a regulatory or judicial entity having appropriate authority, that its Queries cannot be screened from the data of any or all Account Owner(s) in **SBC-12STATE**'s LIDB, CLEC may not request Level 2 Data Screening to limit or restrict its data to any or all Query originators. If CLEC has already obtained Level 2 Data Screening prior to its or its affiliate obtaining such regulatory or judicial ban, the Parties agree that **SBC-12STATE** can remove any prior Level 2 Data Screening requests that CLEC has received.

5.17.7 LIDB Data Screening is a capability of a LIDB and can apply only to CNAM information when such information is part of a LIDB rather than a stand-alone CNAM Database.

5.17.8 CLEC understands that decisions to limit or deny its data to Query originators might result in denial of service or impairment of service to its End Users when such End Users attempt to use services provided by the Query originator and those services rely on LIDB data.

5.17.9 CLEC is responsible for addressing all disputes (whether formal or informal) from any entity regarding CLEC's decision to deploy or not deploy Level 2 Data Screening. CLEC agrees that, based upon a request from a Query originator, **SBC-12STATE** will identify to such Query originator the presence of Level 2 Data Screening.

5.17.10 CLEC understands that SBC may offer a reverse form of LIDB Data Screening to Query originators that allow such originators to limit or deny the data they receive from **SBC-12STATE**'s LIDB on an Account Owner basis. CLEC further understands that where available, **SBC-12STATE** will honor such requests from Query originators.

5.18 Custom Data Elements

5.18.1 The Parties will work together for the creation of Custom Data Elements that are specific to CLEC's Line records as set forth following:

5.18.2 **SBC-12STATE** will establish all Assignment Authorities and Custom Ids for all Account Owners for all Custom Data Elements.

5.18.3 The Parties will work cooperatively to develop Custom Data Elements in an efficient manner.

5.18.4 CLEC will confirm to **SBC-12STATE**'s SMS administrators that CLEC has established processes or procedures that will maintain the accuracy, consistency, and timeliness of the Custom Data Elements CLEC requests to create. **SBC-12STATE** will, upon request, work with CLEC to recommend processes and procedures that may assist CLEC in its efforts. To the extent that any new process or procedure will result in changes to **SBC-12STATE**'s SMS or its interfaces, including the LSR process, such changes will be done pursuant to the BFR Process.

5.18.5 Requests to create Custom Data Elements that require the addition of hardware and/or software on **SBC-12STATE**'s LIDB and/or LIDB SMS will be provided pursuant to the BFR Process.

5.18.6 CLEC will abide by SBC**-12STATE** methods and procedures for creating Custom Data Elements.

5.18.7 CLEC will Administer all Custom Data Elements it creates through the same data administration interface it uses to administer its Standard Data Elements.

5.18.8 If CLEC uses the LSR Process to administer its data and CLEC requests creation of Custom Data Elements, CLEC is responsible for initiating, through Change Management, the needed changes to the LSR and Operations Support Systems that are needed, including audit processes, to support such data administration. All such changes will be made pursuant to the BFR Process.

5.18.9 The Parties agree that all Custom Data Elements are the proprietary property of the Account Owner associated with the Custom Data Element. CLEC will not ask for, and **SBC-12STATE** will not provide, CLEC with a list of other Account Owners' Custom Data Elements.

5.18.10 CLEC is responsible for identifying to **SBC-12STATE**, through a process or procedure established by **SBC-12STATE** what Originating Point Codes are allowed and/or not allowed, to access CLEC's Custom Data Elements.

5.18.11 CLEC will not create a Custom Data Element when a Standard Data Element has already been deployed on **SBC-12STATE**'s LIDB. If CLEC has created a Custom Data Element and a Standard Data Element is subsequently deployed on **SBC-12STATE**'s LIDB for the same Data Element, CLEC will convert its Custom Data Element to a Standard Data Element. The Parties will work cooperatively to effect such conversion as quickly as possible.

6. BILLING

6.1 When **SBC-13STATE** or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as set forth in either Section 6.1.1 or 6.1.2 of this Appendix.

6.1.1 CLEC will bill the appropriate charges to its End Users, on behalf of **SBC-13STATE** or a third party.

6.1.2 CLEC will provide to **SBC-13STATE** or the third party all necessary billing information needed by **SBC-13STATE** or the third party to bill the End User directly.

6.2 CLEC understands that if CLEC chooses the option set forth in Section 6.1.2 of this Appendix, other providers, including **SBC-13STATE**, may choose to deny services to CLEC's subscribers.

7. PRICE AND PAYMENT

7.1 Except as described for the creation of Custom Data Elements, there is no additional charge for data storage and Administration through the interfaces and processes described above in Section 4.

8. CONFIDENTIALITY

8.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

9. LIABILITY

9.1 In addition to any other limitations of liability set forth in this Agreement, **SBC-12STATE** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunctions of a LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of **SBC-12STATE**. Any such losses or damages for which **SBC-12STATE** is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges incurred for a LIDB administrative system during the period beginning at the time **SBC-12STATE** receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

9.2 In addition to any other indemnity obligations set forth in this Agreement, CLEC agrees to release, indemnify, defend, and hold harmless **SBC-12STATE** from any and all claims, demands, or suits brought by a third party against **SBC-12STATE**, directly or indirectly, arising out of **SBC-12STATE**'s provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which **SBC-12STATE** is found liable as a result of its sole negligence.

9.3 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless **SBC-12STATE** from any and all claims, demands, or suits brought by a third party against **SBC-12STATE**, directly or indirectly arising out of **SBC-12STATE**'s administration of fraud monitoring or **SBC-12STATE**'s fraud monitoring systems, including without limitation claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which **SBC-12STATE** is found liable as a result of its gross negligence or willful misconduct.

9.4 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless **SBC-12STATE** from any and all claims, demands, or suits brought by a third party against **SBC-12STATE**, directly or indirectly, arising out of CLEC's administration of its data or failure to administer its data under this Appendix.

9.5 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend and hold harmless **SBC-12STATE** from any and all claims, demands, or suits brought by a third party against **SBC-12STATE**, directly or indirectly, arising out of CLEC's refusal to provide billing as set forth in Section 6.1.2 of this Appendix.

10. DISCLAIMER OF WARRANTIES

10.1 **SBC-12STATE** MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE FRAUD MONITORING SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES OR PROCESSES REFERENCED IN THIS APPENDIX. ADDITIONALLY, **SBC-12STATE** ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

11. ASSIGNMENT

11.1 Neither Party shall assign, sublet, or transfer any interest in this Appendix without the prior written consent of the other Party, which consent shall not be unreasonably withheld; *provided, however,* that either Party may assign and transfer this Appendix to any parent, subsidiary, successor, or affiliated company without the prior written consent of the other Party.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX LIDB AND CNAM QUERIES

TABLE OF CONTENTS

1. INTRODUCTION 3
2. DEFINITIONS 4
3. DESCRIPTION OF SERVICE 6
4. MANNER OF PROVISIONING 8
5. FORECASTS 8
6. PRICE AND PAYMENT 9
7. OWNERSHIP OF INFORMATION 9
8. TERM AND TERMINATION 10
9. LIMITATION OF LIABILITY 10
10. COMMUNICATION AND NOTICES 12
11. CONFIDENTIALITY 12
12. MUTUALITY 12
13. ASSIGNMENT 12
14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 12

APPENDIX LIDB AND CNAM SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service and/or Calling Name Database Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC MIDWEST REGION 5-STATE**, **SBC SNET** and **SBC NEVADA** do not own a LIDB. Additionally, **SBC NEVADA** and **SBC SNET** do not own a CNAM Database. Each of these companies obtain their LIDB and/or CNAM Database services as follows:

1.2.1 **SBC MIDWEST REGION 5-STATE** Queries its LIDB information **SNET DG**'s LIDB.

1.2.2 **SBC SNET** Queries its LIDB and CNAM information on **SNET DG**'s LIDB.

1.2.3 **SBC NEVADA** Queries its LIDB and CNAM information **SBC CALIFORNIA**'s LIDB.

1.3 Both **SBC CALIFORNIA** and **SNET DG** also provide Query access to LIDB and/or CNAM information for other carriers not a party to this Agreement. Any use of the possessive in this Appendix as applied to **SBC MIDWEST REGION 5-STATE**, **SBC SNET** and **SBC NEVADA** will not indicate ownership but shall indicate the relationship described in paragraph 1.2.

1.4 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.5 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.6 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVAD**, and **SBC SNET**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.7 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.8 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.9 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.10 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.11 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.12 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.13 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.14 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.15 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.16 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.17 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.18 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.19 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.20 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.21 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.22 **SNET DG** - As used herein, **SNET DG** means SNET Diversified Group, Inc., a Connecticut corporation.

2. DEFINITIONS

2.1 **"Database" (or Data Base)** means an integrated collection of related data. In the case of LIDB and the CNAM Database, the database is the line number and related line information.

2.2 **"Account Owner"** means a telecommunications company, including **SBC-13STATE** that stores and/or administers line record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

2.3 **"Assignment Authority"** means a nine- to thirty-digit code-set that identifies an authorization hierarchy (also known as an object identifier). The format of the nine-digit code set is A-B-CCCC-DDD where "A" represents an international standards body, "B" represents a national standards body, "CCCC" represents a

network operator, "DDD" represents a local assignment. For code-sets from ten to thirty digits, the "DDD" section of the code is expanded to include the extra digits. An Assignment Authority plus a Custom ID comprise the unique identifier of a LIDB Custom Data Element.

2.4 **"Billed Number Screening (BNS) Query"** means a request to validate a request to bill a call collect to the called party or to a third number that is neither the calling or the called party.

2.5 **"Calling Card Query"** means a request to validate the use of a calling card account.

2.6 **"CNAM Query"** means a request to obtain the name associated with an originating line. CNAM Queries may also be referred to as "Generic Name Query" and "1188" Query.

2.7 **"Custom Data Element"** means a Data Element that applies to a specific LIDB or to a specific Account Owner on a specific LIDB. Custom Data Elements do not have a Transaction Capabilities Application Part (TCAP) ID. Instead, they have a unique combination of Assignment Authority and Custom ID. Custom Data Elements are not defined by Telcordia Technologies' Generic Requirements. Validation, OLNS, and CNAM Queries cannot retrieve Custom Data Elements.

2.8 **"Custom ID"** means a two-to five-digit code-set assigned by the LIDB owner to each Custom Data Element stored in LIDB. A Custom ID plus an Assignment Authority comprise the unique identifier of a LIDB Custom Data Element.

2.9 **"Database (or Data Base)"** means an integrated collection of related data as well as the platform on which the collection of data exists that contains the processing logic capable of using such data in transaction processing. In the case of LIDB and the CNAM Database, the Database is the line number and related line information as well as the Query processing logic.

2.10 **"Data Clearinghouse"** means a service bureau for companies that arranges for the collection of data from various sources, including LIDB and/or CNAM Database to provide for the billing and/or provisioning of services, including validation, verification, and fraud control, that require data from multiple sources.

2.11 **"Data Element"** means a line record informational component that has a unique identifier. Data Elements are identified either as Custom Data Elements or as Standard Data Elements depending on the type of unique identifier.

2.12 **"ENUM"** means a protocol developed in the Internet Engineering Task Force (ETF) Request for Comment (RFC) 2916 for fetching (searching and retrieving) Universal Resource Identifiers (URIs) given an International Telecommunications Union (ITU) E.164 number. ENUM translates an E.164 domestic or international telephone number into a series of Internet addresses or Universal Resource Identifiers (URIs).

2.13 **"GetData"** means the capability of a LIDB owner to both create Custom Data Elements and to process and respond to GetData Queries.

2.14 **"GetData Query"** means a LIDB Query that allows a company to customize its data request from LIDB to obtain Data Elements that are not related to calling card PINs.

2.15 **"LIDB Data Screening (or Data Screening)"** means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information returned to a Query-originator.

2.16 **"Originating Line Number Screening (OLNS)"** means a specific type of LIDB Query that requests the originating call processing, billing, and service profiles of an originating line.

2.17 **"Personal Identification Number"** (**PIN**) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

2.18 **"Point Code"** means a 0-digit code that identifies a Service Platform connected to the CCS/SS7 network that is capable of sending, processing, or receiving SS7 messages. A Point Code may be referred to either as an Originating Point Code or a Terminating Point Code.

2.19 **"Query"** means a message that represents a request to a Database for information.

2.20 **"Response"** means a message that, when appropriately interpreted, represents an answer to a Query.

2.21 **Service Platform"** means a physical platform that interfaces with CLEC's service logic. A service platform may be a telephony switch, an SCP, or any other platform capable of appropriately interacting with CLEC's service logic.

2.22 **"Standard Data Element"** means a Data Element in LIDB that has a unique Transaction Capabilities Application Part (TCAP) ID and is defined in Telcordia Technologies' Generic Requirements Documentation.

2.23 **"Validation Query**" means **collectively** both Calling Card Query and Billed Number Screening (BNS) Query.

3. DESCRIPTION OF SERVICE

3.1 The Line Information Data Base (LIDB) and CNAM Database are transaction-oriented databases that function as a centralized repository for data storage and retrieval. LIDB and CNAM Database are accessible through Common Channel Signaling (CCS) networks. LIDB contains records associated with customer telephone Numbers and Special Billing Numbers (which includes CNAM data). CNAM Database contains name information associated with customer telephone numbers. LIDB and CNAM Database accept Queries from other network elements and provide return result, return error, and return reject responses as appropriate. In **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC SNET**, LIDB and CNAM are not separated; instead, CNAM information is contained in LIDB. CNAM information also resides on the LIDB used by **SBC MIDWEST REGION 5-STATE**; however, CNAM Queries are currently processed in the **SBC MIDWEST REGION 5-STATE**'sCNAM Database.

3.1 **SBC-12STATE** will provide CLEC with per-Query access to **SBC-12STATE**'s LIDB and/or CNAM Database under this Appendix only when Queries are originated directly from/by **SBC-13STATE**'s UNE ULS provided to CLEC pursuant to Appendix UNE under Section 251 (c)(3) of the ACT, or **SBC-13STATE**'s Service Platform that supports CLEC's use of such UNE ULS. Any other Query access to **SBC-12STATE**'s LIDB and/or CNAM Database will be pursuant to effective switched access tariffs (as may be modified from time to time) and where no such tariffs exist, another agreement for LIDB and/or CNAM Database Queries.

3.2 **SBC-12STATE**'s LIDB accepts the following types of Queries:

3.2.1 Calling Card query

3.2.2 Billed Number Screening Query

3.2.3 Originating Line Number Screening Query (OLNS)

3.2.4 GetData Query

3.2.5 CNAM Query

3.3 GetData and OLNS Query access to **SNET DG**'s LIDB will be pursuant to a separate agreement between CLEC and **SNET DG**.

3.4 Neither Parties' access to a LIDB and/or a CNAM database will necessarily include access to all of the data of all Account Owners resident on such Database. LIDB owners, including **SBC-12STATE**, comply with Account Owners' requests to restrict access to their data from specific Service Platforms (e.g., end offices and operator services platforms). When such limits or restrictions apply to an **SBC-13STATE**'s Service Platform(s), such restrictions and/or limitations will apply to all companies, including **SBC-13STATE**, that generate queries from the restricted platform(s).

3.5 **SBC-13STATE** shall have sole discretion in determining which LIDB and/or CNAM databases its Service Platforms will Query. CLEC does not gain the ability, by virtue of this Appendix, to determine what Database owning companies **SBC-13STATE** will Query or what third-party networks **SBC-12STATE** will use to reach such Databases.

3.6 LIDB and/or CNAM data is the result of routine service order processing and contacts between Account Owners and their End Users. As such, the information in LIDB and/or CNAM Database is dynamic and represents information that is only as accurate as provided by the party storing such data and only as of the time such data is stored.

3.7 Timing of LIDB and/or CNAM Queries in relation to the services that CLEC provides will have an impact regarding the relative accuracy of the information CLEC receives. For example, CLEC's Queries generated at a period in time after service provisioning occurs may not retrieve the same information as would have been available had CLEC Queried LIDB and/or CNAM Database at the time CLEC's service provisioning took place.

3.8 Account Owners are solely responsible for the accuracy and completeness of the line records they store in **SBC-12STATE**'s LIDB and/or CNAM Database; accordingly **SBC-12STATE** is not responsible for the accuracy or completeness of those line records. CLEC will resolve any disputes regarding data accuracy with the appropriate Account Owner.

3.9 GetData

3.9.1 Should any judicial or regulatory entity having appropriate jurisdiction determine that **SBC-12STATE** cannot offer GetData access to a particular LIDB Data Element(s) or that **SBC-12STATE** cannot support CLEC's service using GetData access to LIDB, the Parties agree that CLEC will cease its GetData Queries for such Data Element(s) and that, where technically feasible, SBC-12STATE can invoke LIDB Data Screening to deny such GetData Query access in accordance with the judicial or regulatory review.

3.9.2 Nothing in this Appendix obligates **SBC-12STATE** to provide access to new and/or additional LIDB Data Elements unless **SBC-12STATE** voluntarily agrees to provide such access.

3.9.3 GetData Queries are not monitored for fraud associated with Alternate Billing Services. GetData Queries are neither intended nor designed to validate requests for Alternate Billing Services and CLEC will not use GetData Queries for such validations. Any use of GetData Queries to perform validation of Alternate Billing Service requests will subject the End User of the associated billing account, the Account Owner of the billing account, the billing service provider for the Account Owner, CLEC, and/or others to increased fraud risks and/or uncollectibles. In such circumstances, CLEC will bear full responsibility and sole liability for any and all damages, including, without limitation, increased fraud and/or uncollectibles.

3.9.4 The Parties agree to cooperatively test GetData for each service CLEC will offer using GetData Queries.

3.9.5 CLEC will not use GetData Queries to determine any Assignment Authority and/or Custom ID that has not been provided to CLEC by the Account Owner or by **SBC-12STATE** on behalf of such Account Owner, or any other activities designed to obtain unauthorized access. Any action or activity by CLEC in violation of this provision shall authorize **SBC-12STATE** to immediately block all access to LIDB and/or GetData functions of LIDB and terminate this Appendix.

4. MANNER OF PROVISIONING

4.1 **SBC-13STATE** may employ certain automatic and/or manual overload controls to protect **SBC-13STATE**'s CCS/SS7 network. Network management controls found necessary to protect LIDB from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.

4.2 All LIDB and/or CNAM Database Queries that are generated from an **SBC-13STATE** Service Platform will use the same translation type and subsystem number as are used by **SBC-13STATE**'s retail service offering for the particular type of Query.

5. FORECASTS

5.1 Prior to **SBC-12STATE** initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour Query volumes broken down by type of Query. If, prior to the establishment of a mutually agreeable service effective date in writing, **SBC-12STATE** determines that it lacks adequate processing capability to provide the requested Query access, **SBC-12STATE** will notify CLEC of **SBC-12STATE**'s inability to provide the requested service(s) under this Appendix until such time as **SBC-12STATE** gains adequate processing capability. **SBC-12STATE** will take reasonable commercial efforts to obtain the needed processing capability; however, **SBC-12STATE** will have no liability to CLEC pending these efforts while **SBC-12STATE** gains such needed processing capacity.

5.2 The requirements for initial forecast in Paragraph 5.1 will not apply to services CLEC provides through resale or unbundled local switch ports that were in operation pursuant to an interconnection agreement with **SBC-13STATE** that was effective immediately prior to this interconnection agreement. CLEC will also not have to provide a forecast for each new resale and/or UNE-P customer that is added during the life of this agreement.

5.3 Notwithstanding the foregoing, if CLEC determines that it does not require real-time GetData Query access, but can manage its Query volumes into off-peak days and hours, and such Query management would not result in **SBC-12STATE** exhausting its Query-processing capacity, the Parties may mutually agree upon dates and times during which CLEC will launch its Queries, until adequate capacity is available.

5.4 CLEC shall update its busy hour forecast each year on October 1 upon request by **SBC-12STATE**.

5.5 During the life of this Appendix, additional forecasts will be required at least thirty (30) days in advance of any event(s) that is likely to result in significant change in CLEC's usage. Such events may include, but are not limited to, deployment of new service offerings, deployment of additional Service Platforms, and access to new Data Elements.

5.6 In addition to and without qualifying any other limitation of liability provision contained in this Appendix, if CLEC does not provide **SBC-12STATE** with reliable forecast information as set forth in this Section 6, **SBC-12STATE** shall not be liable for any service degradation that may occur based on the lack of such reliable forecast information, including without limitation, loss of service.

6. PRICE AND PAYMENT

6.1 When CLEC generates Queries from an **SBC-13STATE** switch (e.g., end office switch, operator services switch, and directory assistance switch), **SBC-13STATE** will recover the costs of such Queries from the service or network element CLEC purchased to launch such Queries.

7. OWNERSHIP OF INFORMATION

7.1 Companies that deposit information in **SBC-12STATE**'s LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.

7.2 CLEC may use LIDB and/or CNAM Queries only on a call-by-call basis. CLEC may not store for future use any non-CLEC data that CLEC accesses from **SBC-12STATE**'s LIDB and/or CNAM Database. The Parties may use reports on Database usage and Database usage statistics and information similar to Database usage statistics to bill customers, estimate their facilities usage needs, and for engineering, capacity, and network planning. To the extent that CLEC has or obtains Database statistics regarding the number of CLEC's Queries, CLEC may aggregate such statistics and similar types of information during a specified time period, such as a month or a year. CLEC will publish such statistics only in aggregate form and will ensure that the all non-CLEC names are redacted and cannot reasonably be identified from the published materials.

7.3 Proprietary information residing in **SBC-12STATE**'s LIDB and/or CNAM Database is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

7.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

7.3.2 PIN Number(s)

7.3.3 Billed Number Screening (BNS) indicators

7.3.4 Class of Service (also referred to as Service or Equipment)

7.3.5 Reports on LIDB and CNAM Query usage

7.3.6 Information related to billing for LIDB and CNAM Query usage

7.3.7 LIDB and CNAM Query usage statistics

7.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information it receives in a Response from an **SBC-12STATE**'s LIDB and/or CNAM Database, for any purpose including without limitation, for marketing purposes and/or for competitive analysis, except as set forth in 7.8 for GetData.

7.5 CLEC may use Query access to **SBC-12STATE**'s LIDB and/or CNAM Database to support any telecommunications service, including billing and collections, fraud control, and ENUM, provided however, that CLEC will use Validation Queries only in support of alternate billing services. All Validation Queries used for purposes other than alternate billing services will provide misleading information into the fraud monitoring system and can subject End Users and telecommunications service providers increased fraud exposure and denials of service. The foregoing notwithstanding, CLEC will use its best efforts to protect the privacy of the End User information it receives in Responses to its Queries.

7.6 Upon request from an Account Owner in **SBC-12STATE**'s LIDB whose data CLEC is accessing, CLEC will identify to such Account Owner, within a reasonable period of time as specified by the Account Owner, the purposes for which CLEC uses such Account Owner's information.

7.7 Account Owners' information in LIDB and/or CNAM Database may contain Proprietary Network Information or competitively sensitive information. CLEC agrees that it will use such information only for such purposes permitted under this Appendix.

7.8 The Parties agree that when CLEC uses GetData to retrieve LIDB Data Elements for the purposes of account validation and for billing and collections, that CLEC may maintain the data it retrieves from **SBC-12STATE**'s LIDB for ninety (90) days from the date on which CLEC requested the data, whereupon CLEC will delete or otherwise destroy the information. CLEC understands that the data may become invalid if used for any purpose other than billing during that retention period. If CLEC determines that it will need such information from an Account Owner for any period of time in excess of ninety (90) days from the date on which CLEC requested the data, CLEC will obtain authorization for such retention directly from the Account Owner of the information. Such authorization must be pursuant to a separate agreement directly between CLEC and Account Owner.

7.9 In addition to any other remedies available at law or in equity, if CLEC use Response information for any purpose not specifically authorized under this Appendix, **SBC-12STATE** may cease providing access to or block access to Data Element(s). Further, if such misuse continues after written notice from **SBC-12STATE**, **SBC-12STATE** may terminate this Appendix upon ten (10) days written notice. In the event of such termination, CLEC will remain obligated to pay **SBC-12STATE** for any unpaid charges incurred under this Appendix (in addition to any remedies available to **SBC-12STATE** at law or in equity).

8. TERM AND TERMINATION

8.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice give ninety (90) days in advance of the termination date.

8.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.

8.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel **SBC-13STATE** or CLEC to terminate the Appendix, **SBC-13STATE** and CLEC shall have no liability to the other in connection with such termination.

9. LIMITATION OF LIABILITY

9.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct

damages and in no event shall exceed the amount paid for LIDB Queries if the damages are related to LIDB Queries and the amount paid for CNAM Queries if damages are related to CNAM Queries.

9.2 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

9.3 In no event shall SBC**-13STATE** have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Query and/or CNAM Query purchasers.

9.4 **SBC-13STATE** is furnishing access to its LIDB and/or CNAM Database to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While **SBC-13STATE** agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that line record information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that **SBC-13STATE** can furnish line record information only as accurate and current as the information has been provided to **SBC-13STATE** for inclusion in its LIDB and/or CNAM Database. Therefore, **SBC-13STATE**, in addition to the limitations of liability set forth, is not liable for inaccuracies in line record information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by **SBC-13STATE**'s willful misconduct or gross negligence.

9.5 LIDB AND/OR CNAM INFORMATION PROVIDED TO CLEC BY **SBC-13STATE** HEREUNDER SHALL BE PROVIDED "AS IS". **SBC-13STATE** MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE LIDB AND/OR CNAM INFORMATION REGARDLESS OF WHOSE LIDB AND/OR CNAM INFORMATION IS PROVIDED. AND, **SBC-13STATE** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S END USERS' USE OF LIDB AND/OR CNAM INFORMATION.

9.6 CLEC acknowledges that **SBC-13STATE**'s Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, **SBC-13STATE**, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in **SBC-13STATE**'s Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from **SBC-13STATE**'s willful misconduct or gross negligence.

9.7 CLEC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

9.8 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to **SBC-13STATE**'s Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or

number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, **SBC-13STATE**, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold **SBC-13STATE** harmless from and defend and indemnify **SBC-13STATE** for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by **SBC-13STATE**'s willful misconduct or gross negligence.

10. COMMUNICATION AND NOTICES

10.1 Ordering and billing inquiries for the services described herein from **SBC-12STATE** shall be directed to the Local Service Center (LSC).

11. CONFIDENTIALITY

11.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

12. MUTUALITY

12.1 Whether or not CLEC is a Database owner, CLEC will make its LIDB and/or CNAM information available to **SBC-13STATE** under terms, conditions, and prices contained in this Appendix. Where CLEC is not the Database owner, CLEC will use its best efforts to gain such comparable terms, conditions, and prices for **SBC-13STATE** to Query CLEC's LIDB and/or CNAM information on the third-party's Database. Should CLEC store its LIDB and/or CNAM information in a Database other than **SBC-13STATE**'s, CLEC will make such information available to **SBC-13STATE** through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between **SBC-13STATE** and the Database provider. **SBC-13STATE** agrees to negotiate in good faith to reach such an agreement. If **SBC-13STATE** is unable to reach such agreement, chooses not to enter into an agreement with such a Database provider, or chooses to discontinue using the services of such Database provider, CLEC acknowledges that such CLEC LIDB and/or CNAM information will be unavailable to any End User, including any CLEC's End Users, that are served by **SBC-13STATE**'s service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

13. ASSIGNMENT

13.1 Neither Party shall assign, sublet, or transfer any interest in this Appendix without the prior written consent of the other Party, which consent shall not be unreasonably withheld; *provided, however,* that either Party may assign and transfer this Appendix to any parent, subsidiary, successor, or affiliated company without the prior written consent of the other Party.

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

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

SBC WISCONSIN
PERFORMANCE REMEDY PLAN
DESCRIPTION

This Performance Remedy Plan sets forth the terms and conditions under which **SBC WISCONSIN** will report performance to ACN Communication Services, Inc. (CLEC) and compare that performance to **SBC WISCONSIN**'s own performance (parity), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

1.0 **SBC WISCONSIN** agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – **SBC WISCONSIN** Performance Measurement User Guide. **SBC WISCONSIN** will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. **SBC WISCONSIN** further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.

1.1 **SBC WISCONSIN** will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to **SBC WISCONSIN** on or before the last day of the month for which data is sought, **SBC WISCONSIN** shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to **SBC WISCONSIN** after the last day of the month for which data is sought, **SBC WISCONSIN** shall provide the data to CLEC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

2.0 **SBC WISCONSIN** will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (**SBC WISCONSIN** retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. **SBC WISCONSIN** agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for **SBC WISCONSIN** retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the **SBC WISCONSIN** retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to **SBC WISCONSIN**'s retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.

3.0 For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both **SBC WISCONSIN** and/or its affiliate (whichever is better, provided the number of affiliate data points are equal to or exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:
SBC WISCONSIN will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

$$Z = (DIFF) / \sigma_{DIFF}$$

Where: $DIFF = M_{ILEC} - M_{CLEC}$
M_{ILEC} = ILEC Average
M_{CLEC} = CLEC Average
$\sigma_{DIFF} = SQRT \ \sigma^2_{ILEC} (1 / n_{CLEC} + 1 / n_{ILEC})]$
σ^2_{ILEC} = Calculated variance for ILEC
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$\rho = \frac{(n_{ILEC} \ P_{ILEC} + n_{CLEC} \ P_{CLEC})}{n_{ILEC} + n_{CLEC}}$$

Step 2:

$$\sigma_{PILEC-PCLEC} = SQRT \ \{ [\rho (1 - \rho)] / n_{ILEC} + [\rho (1 - \rho)] / n_{CLEC}$$

Step 3:

$$Z = (P_{ILEC} - P_{CLEC}) / \sigma_{PILEC-PCLEC}$$

Where: n = number of observations
P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

$$Z = (DIFF) / \sigma_{DIFF}$$

Where: $DIFF = R_{ILEC} - R_{CLEC}$
$R_{ILEC} = num_{ILEC} / denom_{ILEC}$
$R_{CLEC} = num_{CLEC} / denom_{CLEC}$
$\sigma_{DIFF} = SQRT \ \{[(num_{CLEC} + num_{ILEC}) \div (denom_{CLEC} + denom_{ILEC})] * (1 / denom_{CLEC} + 1 / denom_{ILEC}) \}$

4.0 Qualifications to use Z-Test:

4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.

4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.

4.3 In calculating the difference between the performances, the formulas defined above apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{ILEC} - M_{CLEC}$, $P_{ILEC} - P_{CLEC}$, $R_{ILEC} - R_{CLEC}$).

4.4 For measurements where the performance delivered to the CLEC is compared to **SBC WISCONSIN** performance and for which the number of data points are 29 or less for either the CLEC or **SBC WISCONSIN**, **SBC WISCONSIN** will apply the following alternatives for compliance.

4.4.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and **SBC WISCONSIN** Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):
SBC WISCONSIN applies the Z-Test as described in section 3.0.

4.4.2 Alternative 2 (used in all situations except those defined above for Alternative 1):
For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

(1) Choose a sufficiently large number T.
(2) Pool and mix the CLEC and ILEC data sets.
(3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).
(4) Compute and store the Z-test score (Z_S) for this sample.
(5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
(6) Order the Z_S results computed and stored in step 4 from lowest to highest.
(7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
(8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. (P = rank / T).
(9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If Z_A > the Critical Z-value, then the performance is non-compliant.

4.5 **SBC WISCONSIN** and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure
SBC WISCONSIN agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

5.1 **SBC WISCONSIN** will pay Liquidated Damages to the CLEC according to the terms set forth in this document.

5.2 Liquidated damages apply to Tier 1 measurements identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 2.

5.3 Assessments are applicable to Tier 2 measures identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.

5.4 **SBC WISCONSIN** will not be liable for the payment of Tier 1 damages until 10 days after receipt by **SBC WISCONSIN** of an executed (by CLEC) Interconnection Agreement amendment, terms of which have been agreed to by both CLEC and **SBC WISCONSIN**, referencing this plan; or if CLEC interconnects by tariff, 10 days after receipt by **SBC WISCONSIN** of the self-identification form posted on the CLEC OnLine website (https://clec.sbc.com/clec). Tier 1 damages will be accrued, but not paid, effective with the first full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. **SBC WISCONSIN** will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and **SBC WISCONSIN** have signed.

5.5 **SBC WISCONSIN** will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Wisconsin. To the extent that there are one or more other remedy plans in effect that call for payments to be made to the State (as opposed to, or in addition to, payments to a CLEC or CLECs), **SBC WISCONSIN** will be liable only for the greater of payments to the State under that plan or the Tier 2 assessments payable under this plan.

5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (https://clec.sbc.com/clec). Otherwise, remedy payment will be made via bill credit.

6.0 Procedural Safeguards and Exclusions

6.1 **SBC WISCONSIN** agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, **SBC WISCONSIN** and CLEC agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. **SBC WISCONSIN** and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.

6.2 **SBC WISCONSIN**'s agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **SBC WISCONSIN** and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) **SBC WISCONSIN**'s payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as evidence that **SBC WISCONSIN** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **SBC WISCONSIN**'s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that **SBC WISCONSIN**'s performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by **SBC WISCONSIN** under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where **SBC WISCONSIN** seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether **SBC WISCONSIN** has met or continues to meet the requirements of section 271 of the Act.

6.3 **SBC WISCONSIN** shall not be liable for Tier 2 "assessments" under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission's service quality rules relating to the same performance. This section does not limit the Commission's ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.

6.4 Every six months, CLEC may participate with **SBC WISCONSIN**, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.

6.5 CLEC and **SBC WISCONSIN** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then **SBC WISCONSIN** will allow CLEC to have an independent audit conducted, at CLEC's expense, of **SBC WISCONSIN**'s performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by the CLEC, or if any new problem is identified, **SBC WISCONSIN** shall reimburse the CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per four calendar months under this section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify CLEC's audit rights under other provisions of this Agreement or any applicable Commission Order. **SBC WISCONSIN** agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.

6.6 **SBC WISCONSIN** agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Docket No. 6720-TI-160. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by **SBC WISCONSIN** and approved by the Commission will conduct these audits at **SBC WISCONSIN**'s expense.

7.0 Exclusions Limited

7.1 **SBC WISCONSIN** will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless **SBC WISCONSIN** prevails in a waiver of liability filed with the Commission seeking expedited resolution. **SBC WISCONSIN** bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. **SBC WISCONSIN** will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends **SBC WISCONSIN**'s ability to timely perform an activity subject to performance measurement, the applicable time frame in which

SBC WISCONSIN's compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.

7.2 In addition to the provisions set forth herein, **SBC WISCONSIN** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with **SBC WISCONSIN** or under the Act or Wisconsin law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.

7.3 In any event where **SBC WISCONSIN** believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with **SBC WISCONSIN** or under the Act or Wisconsin law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, **SBC WISCONSIN** shall pay one-half of the Tier 1 remedies to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if **SBC WISCONSIN** prevails. If **SBC WISCONSIN** does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. **SBC WISCONSIN** shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. **SBC WISCONSIN** will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.

7.4 **SBC WISCONSIN** and CLEC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Wisconsin interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by **SBC WISCONSIN** pursuant to any Wisconsin interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by **SBC WISCONSIN**, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by **SBC WISCONSIN** under all **SBC WISCONSIN** interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all **SBC WISCONSIN** interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but **SBC WISCONSIN** has paid less than that amount due to the monthly threshold, **SBC WISCONSIN** shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, **SBC WISCONSIN** shall be obligated to pay ONLY the actual calculated amount of damages and assessments.

7.5 Whenever **SBC WISCONSIN** Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then **SBC WISCONSIN** may request a hearing before the Commission. Upon timely commencement of this proceeding, **SBC WISCONSIN** must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions,

SBC WISCONSIN must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. **SBC WISCONSIN**'s application will be processed in an expedited manner to the extent authorized by Wis. Stat. section 196.199. **SBC WISCONSIN** will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If **SBC WISCONSIN** reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but **SBC WISCONSIN** has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph to the extent authorized by Wis. Stat. section 196.199 to request that **SBC WISCONSIN** should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding the CLEC will have the burden of proof to demonstrate why **SBC WISCONSIN** should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

7.6 **SBC WISCONSIN**'s Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due **SBC WISCONSIN** for services provided to the CLEC in the same month for which the remedy liability was incurred.

7.7 **SBC WISCONSIN** will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.

7.8 With respect to any interconnection agreement, **SBC WISCONSIN** or any CLEC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.

8.0 Tier 1 Damages Payable to CLECs:

8.1 Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when **SBC WISCONSIN** delivers "non-compliant" performance as defined in Section 3 above.

8.2 Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which **SBC WISCONSIN** has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which **SBC WISCONSIN** met or exceeded the performance standard. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.

8.3 TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance **SBC WISCONSIN** provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to

remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison

RSM_{total} = Total count of Remedied Sub-Measure results

8.4 Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

8.5 For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for the CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.
Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

8.6 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require **SBC WISCONSIN** to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if **SBC WISCONSIN** was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, **SBC WISCONSIN** will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.

8.7 During this "proof of compliance" period, **SBC WISCONSIN** will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for a CLEC. This remedy payment amount will return to the lowest level of payment when **SBC WISCONSIN** provides "compliant" performance for the number of consecutive months identified in TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.

8.8 **SBC WISCONSIN** is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for **SBC WISCONSIN** to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. **SBC WISCONSIN** will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.

8.9 In the event that performance measurement results need to be restated, **SBC WISCONSIN** will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.

8.10 If it is determined through restatement of performance results or other means that **SBC WISCONSIN** underpaid liquidated damages due a CLEC, or assessments due the State, **SBC WISCONSIN** will make additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that **SBC WISCONSIN** overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.

8.11 **SBC WISCONSIN** shall be able to apply any liquidated damages remedy payments duetoward those charges that the CLEC owes **SBC WISCONSIN** for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.

8.12 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, **SBC WISCONSIN** will, at request of the CLEC, initiate a "gap closure" effort. For a measure to which a floor applies, "gap closure" can be initiated when performance is below the floor for two consecutive months. The "gap closure" effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting "gap closure" within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table						
Index Value ("IV")	**Consecutive Months Missed**					
	One	**Two**	**Three**	**Four**	**Five**	**Six or More**
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	$35	$50	$100	$200	$300	$400
86.0% <= IV < 92.0%	$50	$70	$125	$250	$350	$450
80.0% <= IV < 86.0%	$75	$90	$150	$300	$400	$500
74.0% <= IV < 80.0%	$100	$125	$250	$500	$600	$700
IV < 74%	$150	$175	$350	$700	$800	$900
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	$30	$55	$100	$200	$300	$400
86.0% <= IV < 92.0%	$40	$65	$125	$250	$350	$450
80.0% <= IV < 86.0%	$50	$80	$150	$300	$400	$500
74.0% <= IV < 80.0%	$100	$125	$250	$500	$600	$700

IV < 74%	$150	$175	$350	$700	$800	$900
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	$25	$50	$100	$200	$300	$400
86.0% <= IV < 92.0%	$35	$60	$125	$250	$350	$450
80.0% <= IV < 86.0%	$50	$75	$150	$300	$400	$500
74.0% <= IV < 80.0%	$100	$125	$250	$500	$600	$700
IV < 74%	$150	$175	$350	$700	$800	$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table						
Index Value ("IV")	**Consecutive Months Missed**					
	One	**Two**	**Three**	**Four**	**Five**	**Six or More**
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	$9,000	$15,000	$15,000	$20,000	$25,000	$30,000
86.0% <= IV < 92.0%	$12,500	$20,000	$22,500	$30,000	$37,500	$45,000
80.0% <= IV < 86.0%	$15,000	$25,000	$30,000	$40,000	$50,000	$60,000
74.0% <= IV < 80.0%	$20,000	$30,000	$45,000	$60,000	$75,000	$90,000
IV < 74%	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	$7,500	$12,500	$15,000	$20,000	$25,000	$30,000
86.0% <= IV < 92.0%	$10,000	$17,500	$22,500	$30,000	$37,500	$45,000
80.0% <= IV < 86.0%	$15,000	$20,000	$30,000	$40,000	$50,000	$60,000
74.0% <= IV < 80.0%	$20,000	$30,000	$45,000	$60,000	$75,000	$90,000
IV < 74%	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	$5,000	$10,000	$15,000	$20,000	$25,000	$30,000
86.0% <= IV < 92.0%	$7,500	$15,000	$22,500	$30,000	$37,500	$45,000
80.0% <= IV < 86.0%	$10,000	$20,000	$30,000	$40,000	$50,000	$60,000
74.0% <= IV < 80.0%	$15,000	$30,000	$45,000	$60,000	$75,000	$90,000
IV < 74%	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures	
Per Occurrence	$200
Per Measure / Cap*	$20,000

TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures				
	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
Consecutive Months Compliant Performance Before Subsequent Non-Compliant Month	**Three Months**	**Four Months**	**Five Months**	**Six Months or More**
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

8.13 Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed

by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

9.1 Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as "Remedied" when **SBC WISCONSIN** and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.

9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

10.1 If **SBC WISCONSIN** fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:

- If no reports are filed, $5,000 per day past due;
- If incomplete reports are filed, $1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed $5,000 per day past due.

10.2 If **SBC WISCONSIN** alters previously reported data for a CLEC, and after discussions with **SBC WISCONSIN** the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."

10.3 When **SBC WISCONSIN** performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, **SBC WISCONSIN** shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if **SBC WISCONSIN** performance through March is such that **SBC WISCONSIN** owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that **SBC WISCONSIN** fails to pay the required amount, **SBC WISCONSIN** will pay interest to the CLEC at the maximum rate permitted by law for a past due

liquidated damages obligation and will pay an additional $3,000 per day to the State Fund designated by the Commission for a past due assessment.

10.4 **SBC WISCONSIN** may not withhold payment of liquidated damages to a CLEC unless **SBC WISCONSIN** has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by a CLEC as more fully described in Section 7.2 and 7.3.

10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and **SBC WISCONSIN**.

10.6 The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts
The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1 Calculating Tier 1 Liquidated Damages

11.1.1 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2 Calculating Tier 2 Assessments

11.2.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until **SBC WISCONSIN** reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a "rolling three month" basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.

Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.

Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4 Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.

Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that section 12 be moved to Appendix 1 – **SBC WISCONSIN** Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

12.0 Advanced and Nascent Services:

12.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, **SBC WISCONSIN** will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the "Qualifying Measurements"). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2 The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3 The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 – Percent **SBC WISCONSIN** Caused Missed Due Dates
- PMs 35, 46, 59 – Installation Trouble Reports Within "X" Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for **SBC WISCONSIN** Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4 The increased voluntary payments referenced in section 12.1 will be made only if **SBC WISCONSIN** fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

12.5 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where **SBC WISCONSIN** has failed to provide parity or benchmark performance for 3 consecutive months. If **SBC WISCONSIN** fails to provide parity or benchmark performance in Wisconsin for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then **SBC WISCONSIN** shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7 Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

13.0 The following documents are incorporated herein by reference:

Appendix 1: **SBC WISCONSIN** Performance Measurement User Guide (a document available from CLEC Account Managers or found on the **SBC WISCONSIN** Performance Measurement website)

Appendix 2: Performance Measures Subject to Tier 1 and Tier 2 Damages

Appendix 3: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, 2 and/or 3 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

The parties will propose as part of the PM six-month review collaborative that Appendix 2 and Appendix 3 be moved to attachments to Appendix 1 – **SBC WISCONSIN** Performance Measurement User Guide so that they can be updated through the six-month review process as needed.

Wisconsin
Merger Conditions Pricing

MERGER CONDITIONS PRICING	USOC		Monthly Rate	Nonrecurring Rate	
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Access Area C - Rural			$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban			$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro			$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	

		Collocation Services				
	Wisconson	**CAGE**				
		QUOTE SHEET				
				QUANTITY	**RATE**	**RATE**
	COST ELEMENT	**UNIT**	**USOC**	**OF UNITS**	**MONTHLY RECURRING**	**NON-RECURRING**
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**			**$27.60**
	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**			**$53.71**
	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**		**$22.50**	
COMMON SYSTEMS						
	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**		**$2.84**	**$123.27**
POWER PROVISIONING						
	Power Engineering:					
	ILEC-Vendor Engineering	Per Application	**NRL6Q**			**$616.75**
	DC Power Engineering	Per Application	**NRL6P**			**$658.78**
	Power Panel:					
	50 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	200 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	Power Cable and Infrastructure:					
	Power Cable Rack	Per Four Power Cables or Quad	**S8F29**		**$1.18**	**$51.08**
	20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	Equipment Grounding:					
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**S8FCR**		**$0.75**	**$32.44**
POWER CONSUMPTION (Including HVAC)						
	20 Amps	Per 20 Amps	**S8FPT**		**$562.19**	
	40 Amps	Per 40 Amps	**S8FQD**		**$1,124.38**	
	50 Amps	Per 50 Amps	**S8FPS**		**$1,405.47**	
	100 Amps	Per 100 Amps	**S8FQE**		**$2,281.89**	
	200 Amps	Per 200 Amps	**S8FQF**		**$4,563.79**	
	400 Amps	Per 400 Amps	**SP1QJ**		**$9,127.57**	
FIBER CABLE PLACEMENT						
	Central Office:					
	Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	**S8FQ9**		**$36.20**	**$935.01**
	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**		**$37.34**	
MISCELLANEOUS & OPTIONAL COST:						
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**		**$0.22**	**$15.69**
	Bits Timing	Per two circuits	**S8FQT**		**$10.25**	**$740.10**
	Space Availability Report	Per Premise	**NRLYX**			**$120.60**
	Security Access / ID Cards	Per Card	**NRLZW**			**$32.69**
	ID Card	Per Card	NONE			**$0.00**
	Cage Prep Costs					
	Vendor Layout & Coord.	Per CLEC Cage	**NRL6N**			**$531.64**
	AC Circuits to Cage	Per CLEC Cage	**NRL6O**			**$589.66**
	Cage Fencing Placement	Per Linear Foot Cage Enclosure (CLEC Provides)				**$0.00**
	Cage Fencing Removal	Per Linear Foot Removed (CLEC Removes)				**$0.00**
	Cage Fencing Relocation	Per Linear Foot Relocated (CLEC Relocates)				**$0.00**
	Cage Door & Lock	Each (CLEC Provides)				**$0.00**
	Backboard	Each (CLEC Provides)				**$0.00**
	Signage	Each (CLEC Provides)				**$0.00**
	Overhead light	Each (CLEC Provides)				**$0.00**
	AC Electrical Outlet	Each (CLEC Provides)				**$0.00**
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL6R**			**$1,116.11**
	Installation	Per Cable (CLEC Installs Cable)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8FQM**		**$755.21**	**$5,743.79**
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F46**		**$13.22**	**$489.33**

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

		Collocation Services				
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F47**		**$404.80**	**$3,816.21**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8FQN**		**$5.27**	**$173.12**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8FQR**		**$15.31**	**$279.59**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route+C135	**NRL6W**			**$803.35**
	Cable Installation	Per Placement (CLEC Installs Cable)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F4X**		**$0.66**	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	**S8F4Y**		**$0.44**	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F4Z**		**$2.83**	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F4G**		**$1.33**	
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	**SP1QC**			**$14.85**
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL1D**			**$779.98**
	Project Coordination	Per CLEC Application	**NRL57**			**$2,587.57**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL1F**			**$504.93**
	Project Coordination	Per CLEC Application Augment	**NRL58**			**$1,392.82**
	TIME SENSITIVE ACTIVITIES					
	PRE-VISIT					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$24.47**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$10.24**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$13.38**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$19.65**
	CONSTRUCTION - VISIT					
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$19.65**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$24.47**

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

		Collocation Services				
	Wisconson	CAGELESS				
		QUOTE SHEET				
				QUANTITY	RATE	RATE
	COST ELEMENT	UNIT	USOC	OF UNITS	MONTHLY RECURRING	NON-RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Site Conditioning	Per 10 Sq. Ft. of space used by CLEC	**S8FWC**			**$276.00**
	Safety & Security	Per 10 Sq. Ft. of space used by CLEC	**S8FWG**			**$537.10**
	Floor Space Usage	Per 10 Sq. Ft. of space used by CLEC	**S8F9C**		**$225.00**	
	Site Conditioning	Per 18 Sq. Ft. of space used by CLEC	**S8FWD**			**$496.80**
	Safety & Security	Per 18 Sq. Ft. of space used by CLEC	**S8FWH**			**$966.78**
	Floor Space Usage	Per 18 Sq. Ft. of space used by CLEC	**S8F9E**		**$405.00**	
COMMON SYSTEMS						
	Common Systems - Cageless	Per 10 Sq. Ft. of space used by CLEC	**S8FWE**		**$28.40**	**$1,232.70**
	Common Systems - Cageless	Per 18 Sq. Ft. of space used by CLEC	**S8FWF**		**$51.12**	**$2,218.86**
POWER PROVISIONING						
	Power Engineering:					
	ILEC-Vendor Engineering	Per Application	**NRL6Q**			**$616.75**
	DC Power Engineering	Per Application	**NRL6P**			**$658.78**
	Power Panel:					
	50 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	200 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	Power Cable and Infrastructure:					
	Power Cable Rack	Per Four Power Cables or Quad	**S8F29**		**$1.18**	**$51.08**
	20 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	40 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	50 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	100 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	200 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	Equipment Grounding:					
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**S8FCR**		**$0.75**	**$32.44**
POWER CONSUMPTION (Including HVAC)						
	20 Amps	Per 20 Amps	**S8FPT**		**$562.19**	
	40 Amps	Per 40 Amps	**S8FQD**		**$1,124.38**	
	50 Amps	Per 50 Amps	**S8FPS**		**$1,405.47**	
	100 Amps	Per 100 Amps	**S8FQE**		**$2,281.89**	
	200 Amps	Per 200 Amps	**S8FQF**		**$4,563.79**	
	400 Amps	Per 400 Amps	**SP1QJ**		**$9,127.57**	
FIBER CABLE PLACEMENT						
	Central Office:					
	Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	**S8FQ9**		**$36.20**	**$935.01**
	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**		**$37.34**	
MISCELLANEOUS & OPTIONAL COST:						
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**		**$0.22**	**$15.69**
	Bits Timing	Per two circuits	**S8FQT**		**$10.25**	**$740.10**
	Space Availability Report	Per Premise	**NRLYX**			**$120.60**
	Security Access / ID Cards	Per Card	**NRLZW**			**$32.69**
	ID Card	Per Card	NONE			**$0.00**
	CAGELESS / POT BAY OPTIONS					
	Equipment Bay	CLEC Provided				
	Non Standard Bay	CLEC Provided				
	VF/DS0 Termination Panel	CLEC Provided				
	VF/DS0 Termination Module	CLEC Provided				
	DDP-1 Panel	CLEC Provided				
	DDP-1 Jack Access Card	CLEC Provided				
	DS3/STS-1 Interconnect Panel	CLEC Provided				
	DS3 Interconnect Module	CLEC Provided				
	Fiber Optic Splitter Panel	CLEC Provided				
	Fiber Termination Dual Module	CLEC Provided				
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL6R**			**$1,116.11**
	Installation	Per Cable (CLEC Installs Cable)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**S8F3E**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Copper Pairs				

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

		Collocation Services				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV		$11.77	$180.54
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J		$755.21	$5,743.79
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P		$13.22	$489.33
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21		$404.80	$3,816.21
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25		$5.27	$173.12
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49		$15.31	$279.59
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	NRL6W			$803.35
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	S8F4X		$0.66	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	S8F4Y		$0.44	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		$2.83	
	24 Fiber Cable	Per Placement (CLEC Proviides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		$1.33	
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC			$14.85
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	NRL1D			$779.98
	Project Coordination	Per CLEC Application	NRL57			$2,587.57
	AUGMENT					
	Application Processing	Per CLEC Application Augment	NRL1F			$504.93
	Project Coordination	Per CLEC Application Augment	NRL58			$1,392.82
	TIME SENSITIVE ACTIVITIES					
	PRE-VISIT					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	NRL11			$24.47
	Com. Tech. -Craft	**Per 1/4 hour**	NRL14			$10.24
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	NRL12			$13.38
	Floor Space planner 1 Lv	**Per 1/4 hour**	NRL13			$19.65
	CONSTRUCTION - VISIT					
	Project Mgr. -1 Lv	**Per 1/4 hour**	NRL15			$19.65
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	NRL16			$24.47

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

		Collocation Services				
	Wisconson	ADJACENT STRUCTURE				
		COST SUMMARY				
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure						
				QUANTITY	RATE	RATE
				OF	MONTHLY	NON-
	COST ELEMENT	UNIT	USOC	UNITS	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Floor Space Usage	Per Sq. Ft. of land used by CLEC	**S8F55**		**$0.00**	
CONDUIT PLACEMENT						
	Co to Adjacent Structure	Per Linear Foot per 7 Ducts	**NRL8L**			**$329.34**
	Set Up and Wall Coring	Per Placement	**S8F8E**			**$6,125.56**
DC POWER PROVISIONING						
	Power Engineering:					
	DC Power Engineering	Per Placement	**S8F8V**			**$658.78**
	50 Amp DC Power Extension					
	50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	**S8FWZ**			**$6,105.83**
	50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE			**$0.00**
	200 Amp DC Power Extension					
	200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	**S8FW3**			**$6,105.83**
	200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)				
DC POWER CONSUMPTION						
	20 Amps	Per 20 Amps	**S8FWJ**		**$352.40**	
	40 Amps	Per 40 Amps	**S8FNK**		**$704.80**	
	50 Amps	Per 50 Amps	**S8FWK**		**$881.00**	
	100 Amps	Per 100 Amps	**S8FWL**		**$1,761.99**	
	200 Amps	Per 200 Amps	**S8F3U**		**$3,523.99**	
AC POWER PROVISIONING						
	100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)				
	AC Power	Per KWH	**S8F56**		**$0.06**	
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Site Survey		**NRL84**			**$2,666.34**
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL6X**			**$622.81**
	Project Coordination	Per CLEC Application	**NRL6Z**			**$4,400.12**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL6Y**			**$504.93**
	Project Coordination	Per CLEC Application Augment	**NRL83**			**$2,078.34**
OPTIONAL COST:						
FIBER CABLE PLACEMENT						
	Fiber Cable Engineering	Per Placement	**S8FW6**			**$675.06**
	Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls cab	**S8FW7**		**$14.75**	
	Innerduct Placement	Per Linear Foot	**S8FW8**			**$1.48**
INTERCONNECTION COSTS:						
INTERCONNECTION EXTENSION						
	VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)				
	(50 Pair Copper Cable)					
	VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)				
	(50 Pair Shielded Cable)					
	DS3 Extension - 1 DS3	Per Linear Foot (Clec Provides Cable)				
	(Coax Cable)					
	Optical Extension	Per Linear Foot (Clec Provides Cable)				
	(4 Fiber Jumper)					
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL8P**			**$1,116.11**
	Installation	Per Cable (CLEC Installs)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**S8F3G**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	**S8FWW**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8F2L**		**$755.21**	**$5,743.79**
	Rack - DS1 - DCS	28 DS1				

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

		Collocation Services				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F2R**		**$13.22**	**$489.33**
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F23**		**$404.80**	**$3,816.21**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8F27**		**$5.27**	**$173.12**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8F3N**		**$15.31**	**$279.59**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement	**NRL8Q**			**$803.35**
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F57**		**$0.66**	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	**S8F58**		**$0.44**	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F59**		**$2.83**	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F61**		**$1.33**	
	4 Inch Conduit	Per Placement (CLEC Provided)				
	TIME SENSITIVE ACTIVITIES					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$24.47**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$10.24**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$13.38**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$19.65**
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$19.65**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$24.47**

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

		Collocation Services				
	Wisconson	VIRTUAL COLLOCATION				
		QUOTE SHEET				
				QUANTITY	RATE	RATE
	COST ELEMENT	UNIT	USOC	OF UNITS	MONTHLY RECURRING	NON-RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62		$108.00	
	Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63		$194.39	
	Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F66		$108.00	
	Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F67		$194.39	
EQUIPMENT BAYS						
	Equipment Bay Standard	Per Standard Bay (CLEC Provides)				
	Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)				
COMMON SYSTEMS						
	Common Systems - Standard Bay	Per Standard Equipment Bay	S8F64		$40.99	
	Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65		$73.78	
POWER PROVISIONING						
	Power Engineering:					
	ILEC-Vendor Engineering	Per Application	NRLJX			$616.75
	DC Power Engineering	Per Application	NRLFU			$658.78
	Power Panel:					
	50 Amp	Per Power Panel (CLEC Provides)				
	Power Cable and Infrastructure:					
	Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68		$2.03	
	20 Amp	Per Four Power Cables or Quad (CLEC Provides)				
	40 Amp	Per Four Power Cables or Quad (CLEC Provides)				
	50 Amp	Per Four Power Cables or Quad (CLEC Provides)				
	Equipment Grounding:					
	Ground Cable Placement	Per CLEC Equipment or Cabinet Bay	S8F69		$1.42	
POWER CONSUMPTION						
	DC Power Usage	Per Amp	S8F78		$20.28	
FIBER CABLE PLACEMENT						
	Fiber Cable Placement	Per Fiber Cable Sheath	S8F79		$24.34	$2,411.05
	Entrance Conduit	Per Fiber Cable Sheath	S8F8G		$37.34	
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey					
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	NRL1U			$462.45
	Project Coordination	Per CLEC Application	NRL59			$2,951.16
	AUGMENT					
	Application Processing	Per CLEC Application Augment	NRL56			$344.57
	Project Coordination	Per CLEC Application Augment	NRL5Z			$1,392.82
TIME SENSITIVE ACTIVITIES						
TRAINING						
	Communication Technician	Per 1/2 Hour	NRLJY			$20.48
	C O Manager (LFO)	Per 1/2 Hour	NRLMO			$26.77
	Power Engineer	Per 1/2 Hour	NRLNQ			$39.29
	Equipment Engineer	Per 1/2 Hour	NRLP6			$39.29
EQUIPMENT MAINTENANCE COST						
	Communication Technician (NOC)	Per 1/4 Hour	NRLVH			$10.24
EQUIPMENT EVALUATION COST						
	Equipment Engineer	Per 1/2 Hour	NRLP7			$39.29
CONSTRUCTION COORDINATION						
	Communication Technician	Per 1/2 Hour	NRLVD			$20.48
TEST & ACCEPTANCE						
	Communication Technician	Per 1/2 Hour	NRLVD			$20.48
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Placement	NRLWF			$1,116.11
	Cable Installation	Per Arrangement				
	Voice Grade Arrangement	100 Copper Pairs	S8F82		$8.03	$180.54
	Rack - Voice Grade	100 Copper Pairs				

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

		Collocation Services				
	Voice Grade Arrangement	100 Shielded Pairs	S8F83		$8.03	$180.54
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1	S8F8X		$755.21	$5,743.79
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1	S8F8Y		$13.22	$489.33
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3	S8F8Z		$404.80	$3,816.21
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3	S8F81		$5.27	$173.12
	Rack - DS3 - DSX	1 DS3				
	4 Fiber Jumper	per Placement	S8F84		$16.29	$139.79
	Fiber Raceway per 4 Fiber Jumper	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	NRLWG			$880.35
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	S8F85		$0.80	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	S8F86		$0.53	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87		$3.41	
	24 Fiber Cable	Per Placement (CLEC Provides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F88		$1.60	
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W		$0.36	$15.69
	Bits Timing	Per two circuits	S8F7Z		$17.07	$740.10

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

APPENDIX-PRICING

TABLE OF CONTENTS

1. INTRODUCTION 3

2. RECURRING CHARGES 4

3. NON-RECURRING CHARGES 4

4. UNBUNDLED LOCAL SWITCHING (ULS) 5

5. BILLING 5

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 6

APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **SBC WISCONSIN** under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if **SBC WISCONSIN** provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by **SBC WISCONSIN** and CLEC.

1.5 Except as otherwise agreed upon by the Parties in writing, **SBC WISCONSIN** shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.

1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

1.7 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:	Total Access Lines:
A	See: Tariff 20, Part 4, Section 2, Sheet 2
B	See: Tariff 20, Part 4, Section 2, Sheet 2
C	See: Tariff 20, Part 4, Section 2, Sheet 2

For Unbundled Interoffice Transmission Facilities:

Rate Zone:	Total Access Lines:
Zone 1	See: FCC #2, Section 7, Subsection 7.7
Zone 2	See: FCC #2, Section 7, Subsection 7.7
Zone 3	See: FCC #2, Section 7, Subsection 7.7

1.8 For modifications of **SBC WISCONSIN**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

1.9 To the extent a CLEC orders a product/UNE that is not in its current Interconnection Agreement, SBC reserves the right to reject the order. In the event the order is rejected, the CLEC may either issue a BFR or, if the product/UNE is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the product/UNE, the CLEC may request an amendment to its current Interconnection Agreement to provide for the product/UNE under the same terms, conditions and rates as provided in that approved Agreement.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.

2.3 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

2.4 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **SBC WISCONSIN** 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, **SBC WISCONSIN** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".

3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.

3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SBC WISCONSIN** network, without any changes to **SBC WISCONSIN**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **SBC WISCONSIN** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.

3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS Shared Transport (ULS-ST).

4.2 General Principals for Stand Alone ULS

4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **SBC WISCONSIN** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **SBC WISCONSIN** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General ULS-ST information

4.3.1 Beginning on October 9, 2000, **SBC WISCONSIN** no longer provides Unbundled Local Switching with Interim Shared Transport (ULS-IST), but rather provides Unbundled Local Switching with Shared Transport (ULS-ST) in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999).

4.3.2 Unbundled Local Switching with Shared Transport (ULS-ST) offering is available through the UNE Appendix that contains the applicable terms and conditions.

5. BILLING

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

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX
PERFORMANCE MEASUREMENTS

TABLE OF CONTENTS

1. INTRODUCTION 3
2. SOLE REMEDY 3
3. DEFINITIONS 3
4. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH 4
5. LIQUIDATED DAMAGES AS FORM OF REMEDY 4
6. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY 4
7. LIQUIDATED DAMAGES; METHOD OF CALCULATION 5
8. TABLE OF CRITICAL VALUES 7
9. LIMITATIONS 9
10. RECORDS AND REPORTS 9
11. AUDITS 10
12. INITIAL IMPLEMENTATION 10
13. PERFORMANCE MEASUREMENTS 11

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.2 As used herein, **SBC-11STATE** means the applicable above listed SBC-owned ILEC doing business in Arkansas, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.3 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC's OSS application-to-application interfaces.

1.4 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence **SBC-11STATE** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

2. SOLE REMEDY

2.1 These liquidated damages shall be the sole and exclusive remedy of CLEC for **SBC 11-STATE**'s failure to meet specified performance measures and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

3. DEFINITIONS

3.1 When used in this Appendix, the following terms will have the meanings indicated:

3.1.1 Performance Criteria

3.1.1.1 The target level of **SBC-11STATE** performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that **SBC-11STATE** achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for **SBC-11STATE** and CLEC are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.

3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by the CLEC with the applicable standard using an appropriate statistical test. The

result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.

3.1.2 Performance Measures

3.1.2.1 The set of measures listed in all of Section 13 of this Appendix.

3.1.3 Non-compliance

3.1.3.1 The failure by **SBC-11STATE** to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 13.

4. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

4.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to its End User opportunities similar to those opportunities available to **SBC-11STATE** at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, **SBC-11STATE** agrees to pay the CLEC Liquidated Damages, subject to Section 5.1 below.

5. LIQUIDATED DAMAGES AS FORM OF REMEDY

5.1 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages the CLEC would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of SBC to meet a specified performance commitment in this Attachment and any specific time commitments for the same activity contained in any other Attachments or Appendices.

6. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

6.1 Liquidated damages apply to the available, non-diagnostic measurements of the FCC Merger Conditions designated in Section 13 below, when **SBC-11STATE** delivers non-compliant performance as defined in 3.1.3. In no event shall **SBC-11STATE**be required to pay liquidated damages for any performance which was at parity or in compliance with the applicable benchmark at the time that the performance occurred.

6.2 The Table of Critical Values (Section 8) gives the maximum number, F, of measurements of those required to be reported to the CLEC that may fail the Performance Criteria in any month. Liquidated damages apply to Non-compliant measures that are in excess of the applicable value of F.

6.3 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases the type of service or unbundled network element(s) associated with a particular performance measurement or introduction of a new measure.

6.4 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. $500 is paid for each ordinary failure in excess of F. $2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be (10-8)*$500

+ $2,500 = $3,500. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

7. LIQUIDATED DAMAGES; METHOD OF CALCULATION

7.1 **SBC-11STATE** and CLEC agree to use the following as statistical tests for evaluating the compliance of CLEC results with the Performance Criterion. These tests are applicable if the number of data points for each **SBC-11STATE** and CLEC is greater than or equal to 30 for a given measurement.

7.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that the CLEC's results are significantly worse than either the comparable result for **SBC-11STATE** or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

$z = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = M_{ILEC} – M_{CLEC}$
M_{ILEC} = ILEC Average
M_{CLEC} = CLEC Average
$\delta_{DIFF} = SQRT [\delta^2_{ILEC} (1/ n_{CLEC} + 1/ n_{ILEC})]$
δ^2_{ILEC} = Calculated variance for ILEC.
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Percentages or Proportions:

$z = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = P_{ILEC} – P_{CLEC}$
P_{ILEC} = ILEC Proportion
P_{CLEC} = CLEC Proportion
$\delta_{DIFF} = SQRT [\delta^2_{ILEC} (1/ n_{CLEC} + 1/ n_{ILEC})]$
$\delta^2_{ILEC} = P_{ILEC} (1 – P_{ILEC})$.
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

In the event that $P_{ILEC} = 0$ (and low values are associated with good service), the above test cannot be used. In such cases, Fisher's Exact Test is used to calculate the probability, P_{FE}, of the data given the hypothesis of parity.:

$$P_{FE} = 1 - \sum_{x=0}^{H_{CLEC}-1} \frac{\binom{n_{CLEC}}{x}\binom{n_{ILEC}}{H_{CLEC}+H_{ILEC}-x}}{\binom{n_{CLEC}+n_{ILEC}}{H_{CLEC}+H_{ILEC}}}$$

Where;
$H_{CLEC} = P_{CLEC} n_{CLEC}$
$H_{ILEC} = P_{ILEC} n_{ILEC}$.
If $P_{ILEC} = 1$ (and high values are associated with good service), the same formula is used with the following interpretation:

$H_{CLEC} = n_{CLEC} - P_{CLEC} n_{CLEC}$
$H_{ILEC} = n_{ILEC} - P_{ILEC} n_{ILEC}$.

Of course if it is also true that $H_{CLEC} = 0$, then $P_{FE} = 1$ because the results are at parity.

For parity measures that are expressed as Rates or Ratios: a binomial test is used to calculate the probability of the data given the hypothesis of parity:

$$P_{Rate} = 1 - \sum_{x=0}^{H_{CLEC}-1} \binom{N}{x} p^x (1-p)^{N-x}$$

Where;
H_{CLEC} = numerator for the CLEC
H_{ILEC} = numerator for the ILEC
$N = H_{CLEC} + H_{ILEC}$
D_{CLEC} = denominator for CLEC
D_{ILEC} = denominator for ILEC
$p = D_{CLEC} / (D_{CLEC} + D_{ILEC})$

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$).

For measures with benchmarks that are expressed as Averages or Means:

$t = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = M_{CLEC} - BM$
M_{CLEC} = CLEC Average
BM = Benchmark
$\delta_{DIFF} = SQRT [\delta^2_{CLEC} (1/ n_{CLEC})]$
δ^2_{CLEC} = Calculated variance for CLEC.
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the t statistic is obtained from Student's distribution with $n_{CLEC} - 1$ degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

$$\sum_{x=0}^{K} \binom{N}{x} B^{x} (1-B)^{N-x}$$

Where

K = PN

P = CLEC proportion

N = number of observations or samples used in CLEC measurement

B = benchmark expressed as a proportion

When low proportions designate good service, the probability of the CLEC result is given by

$$1 - \sum_{x=0}^{K-1} \binom{N}{x} B^{x} (1-B)^{N-x}$$

with the same definition of symbols as is given above.

7.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which Liquidated Damages are applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3 To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures Statistical tests that yield probabilities less than this value indicate failures for the sub-measure.

8. TABLE OF CRITICAL VALUES

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	**71**	8	0.051	**141**	14	0.054	**211**	19	0.054	**281**	23	0.051	**351**	28	0.052
2	1	0.100	**72**	8	0.050	**142**	14	0.054	**212**	19	0.053	**282**	23	0.051	**352**	28	0.052
3	1	0.059	**73**	9	0.059	**143**	14	0.054	**213**	19	0.053	**283**	23	0.051	**353**	28	0.052
4	2	0.141	**74**	9	0.058	**144**	14	0.053	**214**	19	0.053	**284**	23	0.050	**354**	28	0.051
5	2	0.106	**75**	9	0.057	**145**	14	0.053	**215**	19	0.053	**285**	23	0.050	**355**	28	0.051
6	2	0.085	**76**	9	0.056	**146**	14	0.052	**216**	19	0.052	**286**	23	0.050	**356**	28	0.051
7	2	0.071	**77**	9	0.055	**147**	14	0.052	**217**	19	0.052	**287**	24	0.053	**357**	28	0.051
8	2	0.061	**78**	9	0.055	**148**	14	0.052	**218**	19	0.052	**288**	24	0.052	**358**	28	0.051
9	2	0.053	**79**	9	0.054	**149**	14	0.051	**219**	19	0.052	**289**	24	0.052	**359**	28	0.051
10	3	0.093	**80**	9	0.053	**150**	14	0.051	**220**	19	0.051	**290**	24	0.052	**360**	28	0.051
11	3	0.084	**81**	9	0.053	**151**	14	0.051	**221**	19	0.051	**291**	24	0.052	**361**	28	0.050
12	3	0.076	**82**	9	0.052	**152**	14	0.050	**222**	19	0.051	**292**	24	0.052	**362**	28	0.050
13	3	0.069	**83**	9	0.051	**153**	15	0.055	**223**	19	0.051	**293**	24	0.052	**363**	28	0.050
14	3	0.064	**84**	9	0.051	**154**	15	0.054	**224**	19	0.050	**294**	24	0.051	**364**	28	0.050
15	3	0.059	**85**	9	0.050	**155**	15	0.054	**225**	19	0.050	**295**	24	0.051	**365**	29	0.052

16	3	0.055	**86**	10	0.057	**156**	15	0.054	**226**	20	0.053	**296**	24	0.051	**366**	29	0.052
17	3	0.052	**87**	10	0.057	**157**	15	0.053	**227**	20	0.053	**297**	24	0.051	**367**	29	0.052
18	4	0.077	**88**	10	0.056	**158**	15	0.053	**228**	20	0.053	**298**	24	0.051	**368**	29	0.052
19	4	0.073	**89**	10	0.055	**159**	15	0.053	**229**	20	0.053	**299**	24	0.050	**369**	29	0.052
20	4	0.069	**90**	10	0.055	**160**	15	0.052	**230**	20	0.052	**300**	24	0.050	**370**	29	0.051
21	4	0.065	**91**	10	0.054	**161**	15	0.052	**231**	20	0.052	**301**	24	0.050	**371**	29	0.051
22	4	0.062	**92**	10	0.053	**162**	15	0.052	**232**	20	0.052	**302**	25	0.053	**372**	29	0.051
23	4	0.059	**93**	10	0.053	**163**	15	0.051	**233**	20	0.052	**303**	25	0.052	**373**	29	0.051
24	4	0.057	**94**	10	0.052	**164**	15	0.051	**234**	20	0.051	**304**	25	0.052	**374**	29	0.051
25	4	0.054	**95**	10	0.052	**165**	15	0.051	**235**	20	0.051	**305**	25	0.052	**375**	29	0.051
26	4	0.052	**96**	10	0.051	**166**	15	0.050	**236**	20	0.051	**306**	25	0.052	**376**	29	0.051
27	5	0.070	**97**	10	0.051	**167**	15	0.050	**237**	20	0.051	**307**	25	0.052	**377**	29	0.050
28	5	0.068	**98**	10	0.050	**168**	16	0.054	**238**	20	0.051	**308**	25	0.052	**378**	29	0.050
29	5	0.065	**99**	11	0.056	**169**	16	0.054	**239**	20	0.050	**309**	25	0.051	**379**	29	0.050
30	5	0.063	**100**	11	0.056	**170**	16	0.053	**240**	20	0.050	**310**	25	0.051	**380**	29	0.050
31	5	0.061	**101**	11	0.055	**171**	16	0.053	**241**	21	0.053	**311**	25	0.051	**381**	30	0.052
32	5	0.059	**102**	11	0.055	**172**	16	0.053	**242**	21	0.053	**312**	25	0.051	**382**	30	0.052
33	5	0.057	**103**	11	0.054	**173**	16	0.053	**243**	21	0.053	**313**	25	0.051	**383**	30	0.052
34	5	0.055	**104**	11	0.054	**174**	16	0.052	**244**	21	0.052	**314**	25	0.051	**384**	30	0.052
35	5	0.054	**105**	11	0.053	**175**	16	0.052	**245**	21	0.052	**315**	25	0.050	**385**	30	0.051
36	5	0.052	**106**	11	0.053	**176**	16	0.052	**246**	21	0.052	**316**	25	0.050	**386**	30	0.051
37	5	0.051	**107**	11	0.052	**177**	16	0.051	**247**	21	0.052	**317**	25	0.050	**387**	30	0.051
38	6	0.065	**108**	11	0.052	**178**	16	0.051	**248**	21	0.052	**318**	26	0.052	**388**	30	0.051
39	6	0.063	**109**	11	0.051	**179**	16	0.051	**249**	21	0.051	**319**	26	0.052	**389**	30	0.051
40	6	0.061	**110**	11	0.051	**180**	16	0.050	**250**	21	0.051	**320**	26	0.052	**390**	30	0.051
41	6	0.060	**111**	11	0.050	**181**	16	0.050	**251**	21	0.051	**321**	26	0.052	**391**	30	0.051
42	6	0.058	**112**	12	0.056	**182**	17	0.054	**252**	21	0.051	**322**	26	0.052	**392**	30	0.051
43	6	0.057	**113**	12	0.055	**183**	17	0.054	**253**	21	0.051	**323**	26	0.052	**393**	30	0.050
44	6	0.055	**114**	12	0.055	**184**	17	0.053	**254**	21	0.050	**324**	26	0.051	**394**	30	0.050
45	6	0.054	**115**	12	0.054	**185**	17	0.053	**255**	21	0.050	**325**	26	0.051	**395**	30	0.050
46	6	0.053	**116**	12	0.054	**186**	17	0.053	**256**	22	0.053	**326**	26	0.051	**396**	31	0.052
47	6	0.052	**117**	12	0.054	**187**	17	0.052	**257**	22	0.053	**327**	26	0.051	**397**	31	0.052
48	6	0.051	**118**	12	0.053	**188**	17	0.052	**258**	22	0.053	**328**	26	0.051	**398**	31	0.052
49	7	0.062	**119**	12	0.053	**189**	17	0.052	**259**	22	0.052	**329**	26	0.051	**399**	31	0.052
50	7	0.061	**120**	12	0.052	**190**	17	0.052	**260**	22	0.052	**330**	26	0.050	**400**	31	0.052
51	7	0.059	**121**	12	0.052	**191**	17	0.051	**261**	22	0.052	**331**	26	0.050	**401**	31	0.051
52	7	0.058	**122**	12	0.051	**192**	17	0.051	**262**	22	0.052	**332**	26	0.050	**402**	31	0.051
53	7	0.057	**123**	12	0.051	**193**	17	0.051	**263**	22	0.052	**333**	27	0.052	**403**	31	0.051
54	7	0.056	**124**	12	0.050	**194**	17	0.051	**264**	22	0.051	**334**	27	0.052	**404**	31	0.051
55	7	0.055	**125**	13	0.056	**195**	17	0.050	**265**	22	0.051	**335**	27	0.052	**405**	31	0.051
56	7	0.054	**126**	13	0.055	**196**	17	0.050	**266**	22	0.051	**336**	27	0.052	**406**	31	0.051
57	7	0.053	**127**	13	0.055	**197**	18	0.054	**267**	22	0.051	**337**	27	0.052	**407**	31	0.051
58	7	0.052	**128**	13	0.054	**198**	18	0.053	**268**	22	0.051	**338**	27	0.052	**408**	31	0.050
59	7	0.051	**129**	13	0.054	**199**	18	0.053	**269**	22	0.050	**339**	27	0.051	**409**	31	0.050
60	7	0.050	**130**	13	0.053	**200**	18	0.053	**270**	22	0.050	**340**	27	0.051	**410**	31	0.050
61	8	0.060	**131**	13	0.053	**201**	18	0.052	**271**	23	0.053	**341**	27	0.051	**411**	31	0.050
62	8	0.059	**132**	13	0.053	**202**	18	0.052	**272**	23	0.053	**342**	27	0.051	**412**	32	0.052
63	8	0.058	**133**	13	0.052	**203**	18	0.052	**273**	23	0.052	**343**	27	0.051	**413**	32	0.052
64	8	0.057	**134**	13	0.052	**204**	18	0.052	**274**	23	0.052	**344**	27	0.051	**414**	32	0.052
65	8	0.056	**135**	13	0.051	**205**	18	0.051	**275**	23	0.052	**345**	27	0.051	**415**	32	0.052

66	8	0.055	**136**	13	0.051	**206**	18	0.051	**276**	23	0.052	**346**	27	0.050	**416**	32	0.051
67	8	0.054	**137**	13	0.051	**207**	18	0.051	**277**	23	0.052	**347**	27	0.050	**417**	32	0.051
68	8	0.053	**138**	13	0.050	**208**	18	0.051	**278**	23	0.052	**348**	27	0.050	**418**	32	0.051
69	8	0.053	**139**	14	0.055	**209**	18	0.050	**279**	23	0.051	**349**	28	0.052	**419**	32	0.051
70	8	0.052	**140**	14	0.055	**210**	18	0.050	**280**	23	0.051	**350**	28	0.052	**420**	32	0.051

9. LIMITATIONS

9.1 **SBC-11STATE** will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except as provided in Sections 9.2 and 9.3 and 10.6. Any dispute regarding whether a **SBC-11STATE** performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.

9.2 **SBC-11STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-11STATE**'s control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with **SBC-11STATE** or law; (iii) environmental events beyond **SBC-11STATE**'s control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided **SBC-11STATE** through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to **SBC-11STATE** and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on the CLEC's behalf for connection to SBC-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.

9.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of **SBC-11STATE**'s compliance with the Performance Criteria, or (ii) only suspends **SBC-11STATE**'s ability to timely perform the activity, the applicable time frame in which **SBC-11STATE**'s compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

10. RECORDS AND REPORTS

10.1 **SBC-11STATE** will not levy a separate charge for provision of the data to CLEC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information.

10.2 Reports are to be made available to the CLEC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.

10.3 CLEC will have access to monthly reports through an interactive Website.

10.4 **SBC-11STATE** will provide billing credits for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.

10.5 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.

10.6 **SBC-11STATE** will not pay liquidated damages in excess of the monthly maximum amounts listed in the table below. These thresholds are based on the aggregate damages to all CLECs in the designated state.

State	Monthly Maximum
Arkansas	$.072M
Connecticut	$.168M
Illinois	$.51M
Indiana	$.165M
Kansas	$.101M
Michigan	$.392M
Missouri	$.189M
Ohio	$.296M
Oklahoma	$.120M
Texas	$.713M
Wisconsin	$.158M

11. AUDITS

11.1 CLEC and **SBC-11STATE** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 30 days after CLEC's request for consultation, then **SBC-11STATE** will allow CLEC to commence a mini-audit, at CLEC's expense, upon providing **SBC-11STATE** 5 days advance written notice (including e-mail).

11.2 CLEC is limited to auditing three (3) single measures/submeasures during the year (hereafter, "Mini-Audits"). No more than three (3) Mini-Audits will be conducted simultaneously for all CLECs, unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.

11.3 CLEC will bear the expense of the mini-audits, unless **SBC-11STATE** is found to be "materially" misreporting or misrepresenting data or to have non-compliant procedures, in which case, **SBC-11STATE** will pay for the costs of the third party auditor. "Materially" at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

Pre-Ordering/Ordering
Provisioning
Maintenance
Interconnection
Coordinated Conversions
Collocation
Billing

12. INITIAL IMPLEMENTATION

12.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after first purchases of a new type of service or unbundled network element(s) associated with a particular Performance Measurement or after the introduction of a new measure. During

this three-month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

13. PERFORMANCE MEASUREMENTS

13.1 **SBC-11STATE** will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and its associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall also be incorporated into this Agreement by reference. As provided in Section 6.1 herein, liquidated damages apply to available, non-diagnostic measurements of the FCC Merger Conditions, when **SBC-11STATE** delivers non-compliant performance as defined in 3.1.3. **SBC-11STATE** will also report results for any measurements that have been ordered by the state commission that approved this agreement, although liquidated damages shall not apply to such measurements. **SBC-11STATE** performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

APPENDIX
ACCESS TO AIN UNE

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. DEFINITIONS..... 4

3. GENERAL DESCRIPTION..... 5

4. MANNER OF PROVISIONING..... 5

5. PRICING..... 8

6. TERM AND TERMINATION..... 8

7. OWNERSHIP OF INFORMATION..... 8

8. LIMITATION OF LIABILITY..... 9

9. ASSIGNMENT.....9

10. CONFIDENTIALITY..... 9

11. COMMUNICATION AND NOTICES.....10

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

APPENDIX ACCESS TO AIN UNE

1. INTRODUCTION

1.1 The terms, conditions, and prices for Access to AIN in this Agreement will apply to AIN services that CLEC creates and/or deploys in **SBC-13STATE**'s network for CLEC's End Users served through an **SBC-13STATE** unbundled switching UNE where such unbundled switching UNE is provided pursuant to an Interconnection Agreement between CLEC and **SBC-13STATE**. All other requests for access to **SBC-13STATE**'s AIN will be pursuant to another agreement between CLEC and **SBC-13STATE**.

1.2 **SBC NEVADA** does not own an Advanced Intelligent Network (AIN) Service Control Point (SCP), Service Creation Environment (SCE), or AIN Service Management System (SMS). **SBC NEVADA** gains its AIN capabilities from **SBC CALIFORNIA**, which may also provide Access to AIN for other carriers not a party to this Agreement. Any use of the possessive in this Agreement as applied to **SBC NEVADA** will not indicate ownership but shall have the relationship described in this Section 1.2.

1.3 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.4 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.5 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.6 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.7 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.8 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.9 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.10 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.11 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.12 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.13 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.14 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.15 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.16 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.17 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.18 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

1.19 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.20 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.21 **SNET DG**-- As used herein, **SNET DG** means SNET Diversified Group, Inc., a Connecticut corporation.

2. DEFINITIONS

2.1 **"Advanced Intelligent Network Database"** means a call-related database that uses distributed intelligence in centralized databases to allow some call processing functions to be performed outside of the switch as well as to manage certain network information. AIN Databases reside on Service Control Points (SCPs) where interactions with the voice network take place via signaling links and STPs.

2.2 **"Service Creation Environment (SCE)"** means an off-line computer used to design, create, and test AIN services.

2.3 **"Service Management System (SMS)"** means an off-line computer system that regularly downloads software and information to an AIN Database.

2.4 **"Service Platform"** means a physical platform that interacts with CLEC's service. A service platform may be a telephony switch, an SCP, or any other platform capable of interacting with CLEC's service.

3. GENERAL DESCRIPTION

3.1 Upon request by CLEC and where technically feasible, **SBC-12STATE** will provide CLEC with access to **SBC-12STATE**'s Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) as set forth below:

3.1.1 **SBC-12STATE** will provide CLEC access to **SBC-12STATE**'s AIN Service Creation Environment (SCE) for the creation and modification of CLEC's AIN services. The Parties will mutually agree to the rates, terms and conditions applicable to such access.

3.1.2 All AIN services to be deployed in **SBC-13STATE**'s network will require testing in **SBC 13-STATE**'s AIN laboratory as well as field testing in **SBC-13STATE**'s network prior to deployment as more fully described in Section 4.4 below. Testing will evaluate compatibility with **SBC-13STATE**'s network, including proper integration with any needed support systems and appropriate interaction with existing services and non-CLEC end users. The Parties will mutually agree to the rates, terms and conditions applicable to testing, design, and deployment. The Parties will mutually agree to the rates, terms and conditions applicable to testing, design, and deployment. AIN service shall not be deployed in **SBC-13STATE**'s network if it does not successfully complete such lab and field testing.

3.2 CLEC's request to create and deploy its AIN Services will not change or modify the processes (including service ordering processes) that currently exist for other UNEs, facilities, or services (e.g., transport services) that CLEC may obtain from **SBC-13STATE** or that CLEC may incorporate into its service design. CLEC will follow all existing processes and procedures for obtaining access and/or use to **SBC-12STATE**'s AIN, SCE, and SMS.

3.3 Either party may initiate Alternative Dispute Resolution to resolve any disputes regarding AIN.

4. MANNER OF PROVISIONING

4.1 **SBC-12STATE** will provide CLEC with the following forms of access to the SCE:

4.1.1 Option 1: CLEC personnel will operate **SBC-12STATE**'s SCE terminals themselves.

4.1.2 Option 2: CLEC will develop service logic using a CLEC SCE platform that is compatible with **SBC-13STATE**'s systems and will transfer the file to **SBC-13STATE** for testing and deployment.

4.1.3 Option 3: Any other form of access mutually agreed upon by the Parties.

4.2 For each service CLEC deploys on **SBC-12STATE**'s AIN SCP, CLEC will provide complete service documentation to **SBC-12STATE** and will provide **SBC-12STATE** with updates to such documentation so that such documentation remains current at all times. **SBC-13STATE** will use such documentation for troubleshooting purposes, test planning, and all other activities needed to maintain the successful operation of **SBC-13STATE**'s network for all customers, including End Users and other telecommunications carriers.

4.3 Forecasts

4.3.1 For each **SBC-13STATE** network component CLEC will incorporate into its service or that will be impacted by CLEC's service, CLEC will provide a forecast sufficient to allow **SBC-13STATE** to assess the impact of CLEC's service logic on all impacted network components, facilities, and support systems. If, prior to CLEC's service design entering the testing phase, **SBC-13STATE**

determines that it lacks adequate resources to deploy CLEC's service logic, **SBC-13STATE** shall notify CLEC of **SBC-13STATE**'s inability to deploy the service logic until such time as **SBC-13STATE** gains adequate capacity in the affected network component(s), facility(ies), and/or support system(s). Subject to the applicability of the BFR Process, **SBC-13STATE** will take reasonable commercial efforts to obtain the needed processing capability; however, **SBC-13STATE** will have no liability to CLEC pending these efforts while **SBC-13STATE** gains such needed capacity.

4.3.2 During the life of this Appendix, additional forecasts will be required at least thirty (30) days in advance of any event(s) that is likely to result in significant change in CLEC's usage. Such events may include, but are not limited to, deployment of new service offerings, deployment of additional Service Platforms, and access to new data elements.

4.3.3 In addition to and without qualifying any other limitation of liability provision contained in this Appendix, if CLEC does not provide **SBC-13STATE** with reliable forecast information as set forth in this Section 4, **SBC-13STATE** shall not be liable for any service degradation that may occur, including without limitation, loss of service.

4.4 Testing

4.4.1 **SBC-13STATE** will test CLEC's service logic first in a lab environment and then in a controlled live environment to determine whether CLEC's logic is compatible with **SBC-13STATE**'s network, integrates properly with the needed support systems, and whether such logic has undesirable feature interaction with non-CLEC End Users.

4.4.2 CLEC and **SBC-13STATE** must jointly approve service logic test results. The Parties will provide each other with copies of test scripts each has designed for CLEC's service. Each Party will allow the other the opportunity to comment on such test scripts. However, neither Party is required to incorporate such comments into its own test scripts. Each Party is responsible for designing tests that evaluate fully the compatibility, safety, and integration of CLEC's service logic into the networks and services each provides to the other and to other customers (including End Users and other telecommunications service providers).

4.4.3 In order to preserve the integrity of the network, all integrated support systems for all End Users and telecommunications carriers, CLEC acknowledges that **SBC-13STATE** has no obligation to deploy any of CLEC's service logic that has failed any testing until such testing failure(s) is eliminated. CLEC will redesign or modify its service logic in response to any testing failure such that the failure is eliminated.

4.4.4 CLEC is responsible for proofreading its service logic for syntax and for making all service logic changes.

4.4.5 The Parties will resolve any disputes regarding logic flaws and requested corrections according to the dispute resolution procedures of this Appendix.

4.4.6 **SBC-13STATE** will notify CLEC's designated representative when CLEC's service logic successfully completed all testing and **SBC-13STATE** will then complete the deployment of CLEC's service logic across all applicable **SBC-13STATE**'s network elements according to a schedule jointly agreed to by the Parties.

4.5 **SBC-13STATE** will provide CLEC with access to **SBC-13STATE**'s AIN service management system (SMS) for the purpose of administering CLEC's customer data associated with CLEC's-developed AIN services residing on **SBC-13STATE**'s SCP and supporting end users served by an SBC-13STATE's

switching UNE. **SBC-13STATE** will provide, at CLEC's request, electronic access to the AIN SMS where available.

4.6 CLEC will provide **SBC-13STATE** with sufficient information to allow **SBC-13STATE** to evaluate what **SBC-13STATE** network components, support systems, processes, and technical expertise will be needed for **SBC-13STATE** to assist CLEC in design coordination meetings between CLEC and **SBC-13STATE**. Based upon this information, **SBC-13STATE** will identify the impacted systems in its network and operations as well as the associated technical subject matter experts (SMEs) of those systems. **SBC-13STATE**'s SMEs will identify (I) information or processes CLEC will need to consider in its service logic for integration onto **SBC-13STATE**'s AIN SCP, (ii) identify functions and services CLEC must incorporate and/or accommodate into is service logic to ensure appropriate interaction, and (iii) any technical incompatibilities with CLEC's requested design.

4.7 Prior to gaining access to **SBC-13STATE**'s SCE, CLEC's representatives will attend training offered by the vendor(s) of **SBC-13STATE**'s SCE and provide **SBC-13STATE** with a document confirming the successful completion of such training.

4.8 CLEC is responsible, at its own expense, for arranging appropriate vendor support for each network component (e.g., SCE) that CLEC incorporates into its service logic.

4.9 **SBC-13STATE** will implement security measures to restrict CLEC from being able to view or access the service logic of another company and to restrict other companies from being able to view or access the service logic of CLEC. These security measures may be either physical (such as physical partitioning or escorted access) or logical (such as passwords or firewalls). Any attempt by CLEC's representatives to circumvent or otherwise thwart such security measures will result in the immediate removal of CLEC's representatives from SBC's premises and/or the blocking of CLEC's electronic access, whichever is appropriate in **SBC-13STATE**'s sole discretion, and to escalation procedures between the Parties, which may include invocation of dispute resolutions with the appropriate regulatory body.

4.10 After General Availability

4.10.1 Once **SBC-13STATE** has declared CLEC's service logic generally available (GA) as set forth in section 4.4.6, any subsequent change to CLEC's service logic (including expansion of service logic to new platforms) will be treated as a new request for Access to AIN UNE, including initial ordering, testing, and pricing.

4.10.2 Either Party may request from the other priority consideration to changes developed as a result of troubleshooting service deficiencies.

4.10.3 If **SBC-13STATE** encounters a service or hardware disruption during live testing on an upgrade to an existing CLEC AIN service, **SBC-13STATE** will deactivate the upgrade and reactivate the prior service logic until CLEC provides corrected service logic that eliminates the disruption(s). Upon receipt of the corrected service logic, **SBC-13STATE** will restart its testing procedures.

4.10.4 **SBC-13STATE** will incorporate CLEC's service logic into **SBC-13STATE**'s testing procedures of any new AIN service logic deployment, whether such new service logic was created by CLEC, **SBC-13STATE**, or a third party. **SBC-13STATE** will use CLEC's service documentation in designing its testing processes.

4.11 Troubleshooting

4.11.1 The Parties will work cooperatively to identify and resolve the root cause of any service or hardware deficiency. The Parties will use their existing trouble reporting processes to report trouble to each other. **SBC-13STATE** may direct CLEC to the vendor for vendor-related support.

5. PRICING

5.1 The Parties will mutually agree to the rates, terms and conditions for access to AIN.

6. TERM AND TERMINATION

6.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice given sixty (60) days in advance of the termination date.

6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may terminate this Appendix upon written notice.

6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel **SBC-12STATE** or CLEC to terminate the Appendix, **SBC-12STATE** and CLEC shall have no liability to the other in connection with such termination.

7. OWNERSHIP OF INFORMATION

7.1 To the extent CLEC, through the development or deployment of its service, or otherwise by virtue of the activities connected with this Agreement, gains access to the data owned by another company, including but not limited to data stored or connected with call-related databases, CLEC will not obtain any ownership interest in such data by virtue of this Appendix.

7.2 Examples of proprietary information include:

7.2.1 Billed numbers

7.2.2 PIN Number(s)

7.2.3 Billed Number Screening (BNS) indicators

7.2.4 Class of Service (also referred to as Service or Equipment)

7.2.5 Reports on LIDB and CNAM Query usage

7.2.6 Information related to billing for LIDB and CNAM Query usage

7.2.7 LIDB and CNAM Query usage statistics

7.3 CLEC's will not copy, store, maintain, or create any table or database of any kind based upon information it receives through its efforts pursuant to this Agreement, unless CLEC has otherwise obtained authorization to do so from the owner of such information.

7.4 CLEC will obtain all needed authorization, including effective contracts and/or tariffs, to obtain access to the data it will use in creating or deploying its services developed pursuant to this Appendix.

7.5 In addition to any other remedies available at law or in equity, if CLEC uses another company's information for any purposes not permitted by this Agreement or by such other company, **SBC-12STATE** may cease providing Access to AIN or disable CLEC's AIN service. Further, if such misuse continues after written notice from **SBC-12STATE** or other company, **SBC-12STATE** may terminate this Appendix upon ten (10) days written notice. In the event of such termination, CLEC will remain obligated to pay **SBC-12STATE** for any unpaid charges incurred under this Appendix (in addition to any remedies available to **SBC-12STATE** at law or in equity).

8. LIMITATION OF LIABILITY

8.1 A Party's sole and exclusive remedy against the other Party for injury, loss or damage arising in connection with this Appendix, regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for the specific service at issue. THE MEASURE OF DAMAGES FOR SUCH LIABILITY SHALL NOT INCLUDE AMOUNTS FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST REVENUE OR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THE UNDERLYING AGREEMENT TO WHICH THIS APPENDIX IS ATTACHED WAS EXECUTED.

8.2 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

8.3 In no event shall **SBC-13STATE** have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by CLEC or any user of the services provided hereunder.

8.4 CLEC acknowledges its responsibility to refrain from using third-party data and accessing third-party networks without authorization from such third parties. Therefore, **SBC-13STATE**, in addition to the limitations of liability set forth in this Agreement, is not liable for CLEC's use and/or access of third party data and/or networks without authorization. In addition to any other indemnity obligations set forth in this Agreement, to hold **SBC-13STATE** harmless from and defend and indemnify **SBC-13STATE** for any and all liability, claims, damages, actions, costs, losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's unauthorized use and/or access of third party data and/or networks.

9. ASSIGNMENT

9.1 Neither Party shall assign, sublet, or transfer any interest in this Appendix without the prior written consent of the other Party, which consent shall not be unreasonably withheld; *provided, however,* that either Party may assign and transfer this Agreement to any parent, subsidiary, successor, or affiliated company without the prior written consent of the other Party.

10. CONFIDENTIALITY

10.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement

11. COMMUNICATION AND NOTICES

11.1 Ordering for the services described herein from **SBC-12STATE** shall be directed to CLEC's Account Manager. Billing inquiries for the services described herein from **SBC-12STATE** shall be directed to the Local Service Center (LSC).

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

ATTACHMENT A

Minimum Levels of Service:

The following table represents "Maximum level of service (Ceilings)" and "Minimum level of service (Floors)" for each respective measure/sub-measure. Without regard to parity, **SBC WISCONSIN** will not pay remedies to a CLEC if the result for that CLEC meets or exceeds the ceilings and **SBC WISCONSIN** will pay remedies to a CLEC if the result for that CLEC does not meet the floor. Parity applies when the result for that CLEC falls between the ceiling and the floor.

Measure #:	Measure:	Sub-measure:	Ceiling:	Floor:
PM #12	Mechanized Provisioning Accuracy	Each	≥ 97%	< 90%
PM #27	Mean Installation Interval	POTS-Res/Bus-NFW UNE-P-Res/Bus-NFW CIA-Centrex NFW	1 day or less on NFW	> 5 Business Days
PM #27	Mean Installation Interval	POTS-Res/Bus FW, UNE-P-Res/Bus FW and CIA Centrex FW	2 days or less on FW	> 5 Business Days
PM #28	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #30	Percent Ameritech Caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #35	Percent of Trouble Reports within 30 Days of Installation	Each	≤ 4%	> 20%
PM #37.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #38	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #39	Receipt To Clear Duration	OS	≤ 8 hours	> 30 hours
PM #39	Receipt To Clear Duration	AS	≤ 8 hours	> 60 hours
PM #40	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #41	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%
PM #55	Average Installation Interval	Analog (1-10), Digital (1-10), DS1 including PRI, Dedicated Transport DS1 (1-10), Dedicated Transport DS3 (1-10)	≤ 2 days	> 5 Business Days
PM #55	Average Installation Interval	Analog (11-20)	≤ 2 days	> 10 Business Days
PM #55	Average Installation Interval	Analog (20+)	≤ 2 days	> 15 Business Days
PM #56	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #59	Percent of Trouble Reports within X Days of Installation	Each	≤ 4%	> 20%
PM #60	Percent Ameritech caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #65.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #66	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #67	Mean Time To Restore	All except for Dedicated Transport & DS1 Loop	≤ 8 hours	> 36 hours
PM #67	Mean Time To Restore	Dedicated Transport & DS1 Loop	≤ 4 hours	> 10 hours
PM #68	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #69	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%