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 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

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INTERCONNECTION AND/OR RESALE 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 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,
Wisconsin Bell, Inc. d/b/a SBC Wisconsin
And
SBC Advanced Solutions, Inc. (AR, KS, MO, OK, TX, CT, CA, NV)
Ameritech Advanced Data Services of Illinois, Inc.
Ameritech Advanced Data Services of Indiana, Inc.
Ameritech Advanced Data Services of Michigan, Inc.
Ameritech Advanced Data Services Of Ohio, Inc.
Ameritech Advanced Data Services of Wisconsin, Inc.

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

This Interconnection and/or Resale 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 d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas**, **SBC Kansas**, **SBC Missouri**, **SBC Oklahoma** and **SBC Texas**, and **Wisconsin Bell, Inc. d/b/a SBC Wisconsin**, (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and, SBC Advanced Solutions, Inc. (a Delaware corporation) (AR, KS, MO, OK, TX, CT, CA, NV) and Ameritech Advanced Data Services of Illinois, Inc., Ameritech Advanced Data Services of Indiana, Inc., Ameritech Advanced Data Services of Michigan, Inc., Ameritech Advanced Data Services of Ohio, Inc., Ameritech Advanced Data Services of Wisconsin, Inc. ("CLEC"), shall apply to the states of Arkansas, Kansas, Missouri, Oklahoma, Texas, Illinois, Indiana, Michigan, Ohio, Wisconsin, Connecticut, California, and Nevada.

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 Lawful unbundled network elements purchased from other entity(ies) and the resale of Telecommunications Services of other carriers.

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

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

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of **Illinois Bell Telephone Company d/b/a SBC Illinois**, **Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana**, **Michigan Bell Telephone Company d/b/a SBC Michigan**, **Nevada Bell Telephone Company d/b/a SBC Nevada**, **The Ohio Bell Telephone Company d/b/a SBC Ohio**, **Pacific Bell Telephone Company d/b/a SBC California**, **The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas**, **SBC Kansas**, **SBC Missouri**, **SBC Oklahoma** and **SBC Texas**, and **Wisconsin Bell, Inc. d/b/a SBC Wisconsin** 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 Lawful unbundled network elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, 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 **"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:

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

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

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

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

1.1.7 **"Alternate Billing Service"** (**ABS**) **or "Alternately Billed Traffic"** (**ABT**) 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.

1.1.8 **"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.

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

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

1.1.11 **"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.

1.1.12 **"Bona Fide Request"** (**BFR**) is the process described in the applicable Appendix Lawful UNEs.

1.1.13 **"Business Day"** means Monday through Friday, excluding holidays on which the applicable **SBC**-owned ILEC does not provision new retail services and products.

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

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

1.1.16 **"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.

1.1.17 **"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.

1.1.18 **"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.

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

1.1.19.1 **"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.

1.1.19.2 **"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.

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

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

1.1.22 **"Collocation"** 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** Lawful UNEs.

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

1.1.24 **"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:

1.1.24.1 **the Arkansas Public Service Commission (AR-PSC);**
1.1.24.2 **Public Utilities Commission of the State of California (CA-PUC);**
1.1.24.3 **the Connecticut Department of Public Utility Control (DPUC);**
1.1.24.4 **the Illinois Commerce Commission (IL-CC);**
1.1.24.5 **the Indiana Utilities Regulatory Commission (IN-URC);**
1.1.24.6 **the Kansas Corporation Commission (KS-CC);**
1.1.24.7 **the Michigan Public Service Commission (MI-PSC);**
1.1.24.8 **the Missouri Public Service Commission (MO-PSC);**
1.1.24.9 **the Public Utilities Commission of Nevada (NV-PUC);**
1.1.24.10 **the Public Utilities Commission of Ohio (PUC-OH);**
1.1.24.11 **the Oklahoma Corporation Commission (OK-CC);**

1.1.24.12 **the Public Utility Commission of Texas (PUC-TX); and**

1.1.24.13 **the Public Service Commission of Wisconsin (PSC-WI).**

1.1.25 **"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.

1.1.26 **"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.

1.1.27 **"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.

1.128 **"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.

1.1.29 **"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.

1.1.30 **"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.

1.1.31 **"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.

1.1.32 **"Declassified" or "Declassification"** means the situation where a network element, including a network element referred to as a Lawful UNE under this Agreement, ceases to be a Lawful UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as "**Declassified**."

1.1.33 **"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:

1.1.33.1 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;

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

1.1.33.3 any Force Majeure Event.

1.1.34 **"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.

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

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

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

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

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

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

1.1.38 **"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.

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

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

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

1.1.42 **"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.

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

1.1.44 **"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.

1.1.45 **"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.

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

1.1.47 **"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.

1.1.48 **"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.

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

1.1.50 **"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.

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

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

1.1.53 **"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.

1.1.54 **"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).

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

1.1.56 **"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.

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

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

1.1.59 **"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.

1.1.60 **"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.

1.1.61 **"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.

1.1.62 **"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.

1.1.63 **"Lawful,"** when used in relation to unbundling, unbundled network elements, network elements and/or UNEs or activities involving UNEs, means required by Section 251(c)(3) of the Act, as

determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.

1.1.64 **"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.

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

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

1.1.67 **"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.

1.1.68 **"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.

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

1.1.70 **"Local Loop Transmission", "Lawful 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.

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

1.1.72 **"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.

1.1.73 **"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.

1.1.74 **"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).

1.1.75 **"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.

1.1.76 **"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.

1.1.77 **"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.

1.1.78 **"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.

1.1.79 INTENTIONALLY LEFT BLANK

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

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

1.1.82 **"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.

1.1.83 **"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.

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

1.1.85 **"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.

1.1.86 **"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.

1.1.87 "**Out of Exchange LEC"** (**OE-LEC**) means ASI and AADS operating within **SBC-13STATE**'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.

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

1.1.89 **"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.

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

1.1.91 **"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.

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

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

1.1.94 **"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.

1.1.95 **"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.

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

1.1.96.1 **SBC MIDWEST REGION 5-STATE**

1.1.96.1.1 **"**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.

1.1.96.2 **SBC NEVADA**

1.1.96.2.1 "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.

1.1.96.3 **SBC CALIFORNIA**

1.1.96.3.1 "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.

1.1.96.4 **SBC CONNECTICUT**

1.1.96.4.1 "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.

1.1.96.5 **SBC SOUTHWEST REGION 5-STATE**

1.1.96.5.1 "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.

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

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

1.1.99 **"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.

1.1.100 "**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.

1.1.101 **"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.

1.1.102 **"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.

1.1.103 **"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.

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

1.1.105 **"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.

1.1.106 **"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.

1.1.107 **"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.

1.1.108 **"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.

1.1.109 **"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.

1.1.110 **"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.

1.1.111 **"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.

1.1.112 **"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.

1.1.113 **"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.

1.1.114 **"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.

1.1.115 **"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.

1.1.116 **"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.

1.1.117 **"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.

1.1.118 **"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.

1.1.119 **"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.

1.1.120 **"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.

1.1.121 **"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.

1.1.122 **"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.

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

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

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

1.1.126 **"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.

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

1.1.127.1 "AR" means Arkansas
1.1.127.2 "CA" means California
1.1.127.3 "CT" means Connecticut
1.1.127.4 "IL" means Illinois
1.1.127.5 "IN" means Indiana
1.1.127.6 "KS" means Kansas
1.1.127.7 "MI" means Michigan
1.1.127.8 "MO" means Missouri

1.1.127.9 "NV" means Nevada

1.1.127.10 "OH" means Ohio

1.1.127.11 "OK" means Oklahoma

1.1.127.12 "TX" means Texas

1.1.127.13 "WI" means Wisconsin

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

1.1.129 **"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.

1.1.130 **"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.

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

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

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

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

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

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

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

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

1.1.139 **"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.

1.1.140 **"Lawful Unbundled Network Element" or "Lawful UNE"** is as defined in Appendix Lawful UNEs (Lawful Provision of Access to Unbundled Network Elements.

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

1.1.142 **"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 **SBC-13STATE** 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 CONNECTICUT** 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 CONNECTICUT**, 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 Lawful Unbundled Network Elements as a total arrangement and it is intended to be nonseverable.

2.9 Incorporation by Reference

2.9.1 All of the rates, terms and conditions ("Provisions") set forth in this Agreement (including any and all attachments, appendices and/or schedules hereto) and every interconnection, service and network element provided hereunder, are subject to all other Provisions contained in this

Agreement (including any and all attachments, appendices and/or schedules hereto), and all such Provisions are integrally related.

2.10 Non-Voluntary Provisions

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

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

2.11 State-Specific Rates, Terms and Conditions

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

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

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

2.12 Scope of Obligations

2.12.1 Notwithstanding anything to the contrary contained herein 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, Lawful 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 Lawful 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 Lawful UNEs and access to Lawful 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 Lawful 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 Lawful UNEs or to provide access to Lawful 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 Lawful 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.

2.12.1.4 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by **SBC-12STATE** under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 2.12.1.3, above, and require only the provision of Lawful UNEs, regardless of whether the term "Lawful" is used as part of the reference to unbundled network elements.

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 Lawful 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 Lawful UNEs, Collocation and Resale to CLEC in **SBC-13STATE**'s incumbent local exchange areas. **SBC-13STATE** has no obligation to provide Lawful 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 Lawful 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 Lawful 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 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

4.6.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of $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.

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

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

4.6.4 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.

4.6.5 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.

4.6.6 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.

4.6.7 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:

4.6.7.1 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

4.6.7.2 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

4.6.7.3 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.

4.6.8 This Section 4.6 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

4.7 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 Lawful 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.

4.8 Assignment

4.8.1 Assignment of Contract

4.8.1.1 CLEC may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of **SBC-13STATE**. Any attempted assignment or transfer that is not permitted is void *ab initio*.

4.8.1.2 CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to **SBC-13STATE**; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain 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*.

4.8.2 Corporate Name Change and/or change in "d/b/a" only

4.8.2.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. For a CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available, a record order charge will apply per end user record. Rates for record orders are contained in the Appendix Pricing, Schedule of Prices. CLEC shall also submit a new Operator Service Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement.

4.8.3 Company Code Change

4.8.3.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of "assets" provisioned under that Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a CLEC Company Code Change. For the purposes of Section 4.8.3.1, "assets" means any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under that Agreement. CLEC shall provide **SBC-13STATE** with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain **SBC-13STATE**'s consent. **SBC-13STATE** shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, **SBC-13STATE**'s consent to any CLEC Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the "assets" subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment if requested under the terms of this Agreement.

4.8.3.2 For any CLEC Company Code Change, CLEC must submit a service order changing the OCN/ACNA for each end user record and/or a service order for each circuit ID number, as applicable. CLEC shall pay the appropriate charges for each service order submitted to accomplish a CLEC Company Code Change; such charges are contained in the Appendix Pricing, Schedule of Prices. In addition, CLEC shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and Lawful UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement. In addition, CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing

locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

4.8.4 Assignment of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service.

4.8.4.1 Any assignment or transfer of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide **SBC-13STATE** with ninety (90) calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.

4.8.4.2 Both CLECs involved in any CLEC to CLEC Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to end users. The acquiring CLEC shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for interconnection) will apply as specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's agreement. The acquiring CLEC shall also submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and Lawful UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's agreement. In addition, the acquiring CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

4.8.5 Project Coordination

4.8.5.1 **SBC-13STATE** will provide project management support to effectuate changes of the types identified in Sections 4.9.2, 4.9.3, and 4.9.4.

4.8.5.2 **SBC-13TATE** will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should **SBC-13STATE**'s most current version of LSOR or ASOR guidelines not support the required order activity, **SBC-13STATE** will issue service orders at the manual rate, as specified in the Appendix Pricing, Schedule of Prices to this Agreement, based upon type of service provided, and on the condition that CLEC provides to **SBC-13STATE** any and all information **SBC-13STATE** reasonably requests to effectuate such changes.

4.9 When an 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.

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

4.9.1.1 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.

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

4.9.2.1 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.

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

4.9.3.1 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.

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

4.9.4.1 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.

4.10 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.

4.11 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.

4.12 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 Lawful UNEs, resold services or other services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates.

4.13 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 April 27, 2006, 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 two additional years and expire on April 27, 2008 (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, Lawful 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 or 5.4:

5.5.1 Each Party shall continue to comply with its obligations set forth in Section 41; 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 Traffic (**ABT**). ABT 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 ABT 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, ABT, 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 CONNECTICUT** will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB. **SBC CALIFORNIA** will provide such alert messages by e-mail. **SBC-10STATE** and **SBC CONNECTICUT** will provide via fax.

6.4.1 **SBC SOUTHWEST REGION 5-STATE** (on behalf of itself and **SBC CONNECTICUT**) and **SBC CALIFORNIA** will use a Fraud Monitoring System to determine suspected occurrences of ABT-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.

6.5 In **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** ABT-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, Lawful 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 CONNECTICUT**, 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, Lawful 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 CONNECTICUT** 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 CONNECTICUT** in "immediately available funds." All payments to **SBC CONNECTICUT** 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 CONNECTICUT**. 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 CONNECTICUT** will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment must be received by **SBC CONNECTICUT** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC CONNECTICUT** 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

8.6.1.3 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, Lawful 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 Lawful 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 Lawful 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 Lawful 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 Call detail for LEC-carried calls that are alternately billed to CLEC End Users' lines provided by **SBC-13STATE** through Resale or Lawful 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 Data (Daily Usage) per message" or Provision of Message Detail a.k.a. Daily Usage File (DUF)."

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

8.11 When CLEC serves its end user via switch-based service, both Parties will settle tariffed ABT charges for calls accepted by each Party's end users, including ABT charges passed through by a third party. The originating Party will pay the Party that has the billable end user a Billing and Collection (B&C) fee per billed message as set forth in the pricing schedule.

8.12 When CLEC serves its end users via Lawful Unbundled Local Switching (ULS) alone or in combination with the Lawful UNE-Platform (UNE-P), each Party will pay all tariffed ABT charges for calls accepted by its end users, including ABT charges passed through by a third party. Rated ABT message detail is provided via the Daily Usage File (DUF). The originating Party will pay the Party that has the billable end user a Billing and Collection (B&C) fee for each message as set forth in the pricing schedule. Alternatively, either Party may choose to block its end users from receiving ABT by ordering Toll Billing Exception on a line by line basis or the Parties may enter into a separate agreement for the billing, collecting, and remitting of intraLATA ABT revenue.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

9.1 If a Party is furnished Interconnection, Resale Services, Lawful 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, Lawful 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, Lawful 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.

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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, Lawful 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, Lawful 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, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

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

9.7.2.2 disconnect any Interconnection, Resale Services, Lawful 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 CONNECTICUT** only

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

9.9 **Limitation on Back-billing and Credit Claims:**

9.9.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to

9.9.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.

9.9.1.2 Back-billing and credit claims, as limited above, will apply to all Interconnection, Resale Services, Unbundled Network Elements, Collocation, facilities, functions, product and services purchased under this Agreement. Reciprocal Compensation is specifically excluded from this Section and is addressed separately in the Reciprocal Compensation Attachment.

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 CONNECTICUT**);

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 CONNECTICUT** 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 Lawful 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 CONNECTICUT**), 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 CONNECTICUT** only

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

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

11.2.3 **SBC CONNECTICUT** 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 CONNECTICUT** by CLEC, the underpayment shall be reflected in CLEC's invoice for the first full billing cycle after the audit report is issued. **SBC CONNECTICUT** 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 CONNECTICUT**, however, **SBC CONNECTICUT** 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 CONNECTICUT**.

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, LAWFUL 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, Lawful 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, Lawful 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, Lawful 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, Lawful 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, Lawful 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, Lawful 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, Lawful 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, Lawful 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, Lawful 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, Lawful 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, Lawful 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, Lawful 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, Lawful 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, Lawful 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, Lawful 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, Lawful 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, Lawful 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 Lawful 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 Lawful UNE necessary for CLEC to use such Lawful 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 Lawful 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 Lawful UNE to which the Intellectual Property rights relate and apportioned to all requesting carriers using that Lawful 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 Lawful 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 Lawful 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 Lawful 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 Lawful 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 Lawful 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**	**13STATE CONTACT**
NAME/TITLE	David G. Hammock, RVP-Carrier/Supplier Mgmt.	Contract Management ATTN: Notices Manager
STREET ADDRESS	Three Bell Plaza, Room 1502	311 S. Akard, 9th Floor Four SBC Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-858-3082	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. 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.

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

17.5.1 **SBC SOUTHWEST REGION 5-STATE** shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and Lawful 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 Lawful 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: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's 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 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. 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"). 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.

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, Lawful 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 Lawful 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 CONNECTICUT** 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 CONNECTICUT**'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, Lawful 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-12STATE** 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 CONNECTICUT** 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, Lawful 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, Lawful 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, Lawful 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, Lawful 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, Lawful 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, Lawful 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 33, 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, Lawful 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-13STATE** will provide SS7 signaling pursuant to applicable 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.

44.6.10 LAWFUL UNBUNDLED NETWORK ELEMENTS -- SECTIONS 251(c)(3)

44.6.10.1 Pursuant to the applicable Appendix Lawful UNEs, which **is/are** attached hereto and incorporated herein by reference, **SBC-13STATE** will provide CLEC access to Lawful 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 Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

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 CONNECTICUT**

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.

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 # «AR-3652, CA-3962, CT-3665, IL-3143, IN-5476, KS-3524, MI-3142, MO-3369, NV-3972, OH-3144, OK-3636, TX-3399, WI-3145»

RESALE OCN # «MI-8637»

ACNA «SUV-AR, CA, CT, KS, MO, NV, OK, & TX AAV-IL, IN, MI, OH, & WI»

SBC Advanced Solutions, Inc.
Ameritech Advanced Data Services of Illinois, Inc.
Ameritech Advanced Data Services of Indiana, Inc.
Ameritech Advanced Data Services of Michigan, Inc.
Ameritech Advanced Data Services of Ohio, Inc.
Ameritech Advanced Data Services of Wisconsin Inc.

Signature: _____

Name: David G. Hammock

Title: RVP-Carrier/Supplier Mgmt.

Date: _____

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 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 d/b/a SBC Arkansas, Southwestern Bell Telephone d/b/a SBC Kansas, Southwestern Bell Telephone d/b/a SBC Oklahoma Southwestern Bell Telephone d/b/a SBC Missouri, Southwestern Bell Telephone d/b/a SBC and or Texas , and Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, LLC, its authorized agent

Signature: _____

Name: _____
(Print or Type)

Title: For/ President -Industry Markets & Diversified Businesses

Date: _____

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1		**NETWORK ELEMENTS**							
2		**Local Loops**		Disconnect Loop from inside wiring, per NID	NRBND	None	$ 68.35	$ 34.15	
3				2-Wire Analog Zone 1 (Rural)	U21	$ 71.05	$ 41.05	$ 16.50	
4				2-Wire Analog Zone 2 (Suburban)	U21	$ 31.60	$ 41.05	$ 16.50	
5				2-Wire Analog Zone 3 (Urban)	U21	$ 18.75	$ 41.05	$ 16.50	
6				Conditioning for dB loss from 8db to 5db	UL2	$ 7.60	$ 48.55	$ 18.20	
7				4-Wire Analog Zone 1(Rural)	U4H	$ 145.50	$ 282.20	$ 107.95	
8				4-Wire Analog Zone 2 (Suburban)	U4H	$ 64.80	$ 282.20	$ 107.95	
9				4-Wire Analog Zone 3 (Urban)	U4H	$ 38.80	$ 282.20	$ 107.95	
10				2-Wire Digital Zone 1(Rural)	U2Q	$ 119.95	$ 126.65	$ 66.40	
11				2-Wire Digital Zone 2 (Suburban)	U2Q	$ 59.95	$ 126.65	$ 66.40	
12				2-Wire Digital Zone 3 (Urban)	U2Q	$ 42.55	$ 126.65	$ 66.40	
13		**DSL Capable Loops**							
14		**2-Wire xDSL Loop**		*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	$ 71.05	$ 41.05	$ 16.50	
15				*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	$ 31.60	$ 41.05	$ 16.50	
16				*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	$ 18.75	$ 41.05	$ 16.50	
17				*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	$ 71.05	$ 41.05	$ 16.50	
18				*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	$ 31.60	$ 41.05	$ 16.50	
19				*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	$ 18.75	$ 41.05	$ 16.50	
20				*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	$ 71.05	$ 41.05	$ 16.50	
21				*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	$ 31.60	$ 41.05	$ 16.50	
22				*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	$ 18.75	$ 41.05	$ 16.50	
23				*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	$ 71.05	$ 41.05	$ 16.50	
24				*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	$ 31.60	$ 41.05	$ 16.50	
25				*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	$ 18.75	$ 41.05	$ 16.50	
26				*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	$ 71.05	$ 41.05	$ 16.50	
27				*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	$ 31.60	$ 41.05	$ 16.50	
28				*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	$ 18.75	$ 41.05	$ 16.50	
29				*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	$ 71.05	$ 41.05	$ 16.50	
30				*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	$ 31.60	$ 41.05	$ 16.50	
31				*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	$ 18.75	$ 41.05	$ 16.50	
32		**4-Wire xDSL Loop**		*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	$ 145.50	$ 282.20	$ 107.95	
33				*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	$ 64.80	$ 282.20	$ 107.95	
34				*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	$ 38.80	$ 282.20	$ 107.95	
35				*** USOCS used for inventory purpose only**					
36									
37		**IDSL Capable Loops**		IDSL Loop Zone 1 (Rural)	UY5FX	$ 119.95	$ 126.65	$ 66.40	
38				IDSL Loop Zone 2 (Suburban)	UY5FX	$ 59.95	$ 126.65	$ 66.40	
39				IDSL Loop Zone 3 (Urban)	UY5FX	$ 42.55	$ 126.65	$ 66.40	
40									
41		**Loop Qualification Process**		Loop Qualification Process - Mechanized	NR98U	N/A	$ 0.10	N/A	
42				Loop Qualification Process - Manual	NRBXU	N/A	$ 84.52	N/A	
43				Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
44		**DSL Conditioning Options**		Removal of Repeaters	NRBXV	None	$ 353.30	$ 16.80	
45				Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	$ 353.30	$ 16.80	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
46				Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	$ 138.30	$ 16.80	
47				Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	$ 901.85	$ 47.20	
48				Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	$ 618.00	$ 32.00	
49				Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	$ 235.10	$ 32.00	
50				Removal of Excessive Bridged Taps	NRBXW	None	$ 593.55	$ 30.40	
51				Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	$ 296.75	$ 15.20	
52				Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	$ 96.80	$ 15.20	
53				Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	$ 1,474.95	$ 53.00	
54				Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	$ 601.35	$ 22.70	
55				Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	$ 233.15	$ 22.70	
56				Removal of Load Coils	NRBXZ	None	$ 971.60	$ 22.60	
57				Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	$ 323.85	$ 7.15	
58				Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	$ 136.36	$ 7.15	
59									
60		**DSL Cross Connects**		DSL Shielded Loop to Collocation	UXRRX	$ 0.95	$ 137.85	TBD	
61				2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	None	$ 65.14	$ 28.51	
62				4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	None	$ 77.29	$ 39.81	
63		**LST**		LST performed on CODSLAM Loop	URCLD	None	$226.95	None	
64				LST performed on Sub Loop	URCLB	None	$ 194.57	None	
65		**Loop Cross Connects**		2-Wire Analog Loop to Collocation	UCXC2	$ 1.57	$ 80.63	$ 76.76	
66				2-Wire Analog Loop to Collocation (without testing)	UCXD2	None	$ 65.14	$ 28.51	
67				4-Wire Analog Loop to Collocation	UCXC4	$ 3.13	$ 95.45	$ 91.58	
68				4-Wire Analog Loop to Collocation (without testing)	UCXD4	None	$ 77.29	$ 39.81	
69				2-Wire Digital Loop to Collocation	(UCXC2) under development	$ 1.57	$ 80.63	$ 76.76	
70				2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	None	$ 65.14	$ 28.51	
71				2-wire Analog Loop to Analog Line Port	UDLX2	$ -	$ 76.10	$ 48.25	
72				2-wire Analog Loop to Analog DID Trunk Port	under development	TBD	TBD	TBD	
73				2-wire Digital Loop to ISDN BRI Line Port	RECB2	$0.00	$ 20.03	$ 19.16	
74		**Sub-loop Unbundling**		ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	$ 1.35	None	None	
75				ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	$ 1.14	None	None	
76				ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	$ 1.52	None	None	
77				ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	$ 24.81	None	None	
78				ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	$ 12.13	None	None	
79				ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	$ 7.22	None	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
80				ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	$ 29.01	None	None	
81				ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	$ 16.03	None	None	
82				ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	U6LAR	$ 11.03	None	None	
83				SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	$ 24.05	None	None	
84				SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	$ 11.47	None	None	
85				SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	$ 6.20	None	None	
86				SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	$ 28.25	None	None	
87				SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	$ 15.36	None	None	
88				SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	$ 10.01	None	None	
89				Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	$ 4.32	None	None	
90				Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	$ 4.02	None	None	
91				Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	$ 3.93	None	None	
92				ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	$ 2.69	None	None	
93				ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	$ 2.28	None	None	
94				ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	$ 3.04	None	None	
95				ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	$ 49.63	None	None	
96				ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	$ 24.26	None	None	
97				ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	$ 14.44	None	None	
98				ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	$ 58.02	None	None	
99				ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	$ 32.06	None	None	
100				ECS to NID subloop charge 4-Wire-Analog Zone 3 (Urban)	U6LER	$ 22.06	None	None	
101				SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	$ 48.10	None	None	
102				SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	$ 22.93	None	None	
103				SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	$ 12.40	None	None	
104				SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	$ 56.49	None	None	
105				SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	$ 30.73	None	None	
106				SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	$ 20.02	None	None	
107				Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	$ 8.64	None	None	
108				Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	$ 8.04	None	None	
109				Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	$ 7.87	None	None	
110				ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	$ 1.35	None	None	
111				ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	$ 1.13	None	None	
112				ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	$ 1.47	None	None	
113				ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	$ 24.82	None	None	
114				ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	$ 12.13	None	None	
115				ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	$ 7.17	None	None	
116				ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	$ 29.01	None	None	
117				ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	$ 16.02	None	None	
118				ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	U6LCR	$ 10.98	None	None	
119				SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	$ 24.05	None	None	
120				SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	$ 11.46	None	None	
121				SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	$ 6.15	None	None	
122				SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	$ 28.25	None	None	
123				SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	$ 15.36	None	None	
124				SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	$ 9.96	None	None	
125				Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	$ 4.32	None	None	
126				Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	$ 4.02	None	None	
127				Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	$ 3.93	None	None	
128				ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	$ 2.70	None	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
129				ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	$ 2.27	None	None	
130				ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	$ 2.94	None	None	
131				ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	$ 49.63	None	None	
132				ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	$ 24.25	None	None	
133				ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	$ 14.34	None	None	
134				ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	$ 58.03	None	None	
135				ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	$ 32.05	None	None	
136				ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	U6LGR	$ 21.96	None	None	
137				SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	$ 48.10	None	None	
138				SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	$ 22.92	None	None	
139				SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	$ 12.30	None	None	
140				SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	$ 56.50	None	None	
141				SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	$ 30.72	None	None	
142				SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	$ 19.92	None	None	
143				Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	$ 8.64	None	None	
144				Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	$ 8.04	None	None	
145				Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	$ 7.87	None	None	
146		**Sub-loop Unbundling Cross Connect**							
147				Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	$ 258.04	$ 97.80	
148				Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	$ 258.93	$ 98.70	
149				Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	$ 258.04	$ 97.80	
150				Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	$ 258.93	$ 98.70	
151		**Cross Connects to Point of Access (POA)**		2-wire Analog Loop to POA - Method 1	UXRA1	$ 0.95	$ 105.70	$ 69.40	
152				2-wire Analog Loop to POA - Method 2	UXRA2	$ 1.05	$ 105.70	$ 69.40	
153				2-wire Analog Loop to POA - Method 3	UXRA3	$ 1.05	$ 105.70	$ 69.40	
154				Analog DID Trunk Port to POA - Method 1	UXRH1	TBD	TBD	TBD	
155				Analog DID Trunk Port to POA - Method 2	UXRH2	TBD	TBD	TBD	
156				Analog DID Trunk Port to POA - Method 3	UXRH3	TBD	TBD	TBD	
157		**Routine Modifications**							
158				Routine Modifications of Existing Facilities	NA	NA	ICB	NA	
159		**Service Order Charges**		Manual New - Simple	NRBUQ	None	$ 66.05	None	
160				Manual Change - Simple	NRBUO	None	$ 63.70	None	
161				Manual Record - Simple	NRBUU	None	$ 39.45	None	
162				Manual Disconnect - Simple	NRBUW	None	$ 33.05	None	
163				Manual Suspend - Simple	NRBJZ	None	$ 39.45	None	
164				Manual Restore - Simple	NRBJ9	None	$ 39.45	None	
165				Manual Expedited - Simple	NRMV1	None	$ 66.05	None	
166				Manual Customer Not Ready - Simple	NRMV5	None	$ 66.05	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
167				Manual Due Date Change or Cancellation - Simple	NRMV3	None	$ 66.05	None	
168				Manual New - Complex	NRBUR	None	$ 270.70	None	
169				Manual Change - Complex	NRBUP	None	$ 150.40	None	
170				Manual Record - Complex	NRBUV	None	$ 126.15	None	
171				Manual Disconnect - Complex	NRBUX	None	$ 72.30	None	
172				Manual Suspend - Complex	NRBJ7	None	$ 126.15	None	
173				Manual Restore - Complex	NRBJ8	None	$ 126.15	None	
174				Manual Expedited - Complex	NRMV2	None	$ 270.70	None	
175				Manual Customer Not Ready - Complex	NRMV6	None	$ 270.70	None	
176				Manual Due Date Change or Cancellation - Complex	NRMV4	None	$ 270.70	None	
177				Electronic New - Simple	NR9W2	None	$ 5.00	None	
178				Electronic New - Complex	NRBGX	None	$ 79.62	None	
179				Electronic Change - Simple	NR9GG	None	$ 5.00	None	
180				Electronic Change - Complex	NR9G8	None	$ 79.62	None	
181				Electronic Record - Simple	NR9GU	None	$ 5.00	None	
182				Electronic Record - Complex	NR9G7	None	$ 5.03	None	
183				Electronic Disconnect - Simple	NR9GZ	None	$ 5.00	None	
184				Electronic Disconnect - Complex	NR9G9	None	$ 27.21	None	
185				Electronic Suspend - Simple	NRBJ5	None	$ 5.00	None	
186				Electronic Restore - Simple	NRBJ6	None	$ 5.00	None	
187				Electronic Expedited - Simple	NRMV7	None	$ 5.00	None	
188				Electronic Expedited Complex	NRMVX	None	$ 5.00	None	
189				Electronic Customer Not Ready - Simple	NRMV9	None	$ 5.00	None	
190				Electronic Customer Not Ready - Complex	NRMVY	None	$ 5.00	None	
191				Electronic Due Date Change or Cancellation Simple	NRMV8	None	$ 5.00	None	
192				Electronic Due Date Change or Cancellation Complex	NRMVZ	None	$ 5.00	None	
193				PIC Change Charge	NRBL9	None	$ 5.00	None	
194		**OTHER**							
195									
#REF!		**Maintenance of Service Charges & Non-Productive Dispatch**		Basic Time - per half hour	MVV	None	$ 71.20	$ 34.25	
#REF!				Overtime - per half hour	MVV	None	$ 88.85	$ 43.10	
#REF!				Premium Time - per half hour	MVV	None	$ 106.55	$ 51.90	
#REF!		**Time and Materials Charges**		Basic Time - per half hour	ALK, ALT,ALH	None	$ 71.20	$ 34.25	
#REF!				Overtime - per half hour	ALK, ALT,ALH	None	$ 88.85	$ 43.10	
#REF!				Premium Time - per half hour	ALK, ALT,ALH	None	$ 106.55	$ 51.90	
#REF!						Annual Rates			
#REF!		**Poles and Duct**		Poles ($/attachment/yr.)*		$ 2.35			
#REF!		**(Structure)**							
#REF!				Per Foot Conduit Occupancy Fees					
#REF!				Full Duct ($/ft/yr.)		$ 0.67			
#REF!				Half Duct ($/ft/yr)		$ 0.33			

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
#REF!				*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
#REF!									
#REF!				Contract Administration Fee			$ 125.00		
#REF!				Administrative Record-Keeping Fee			$ 125.00		
#REF!									
#REF!									

XDSL AND LINE SPLITTING APPENDIX TO INTERCONNECTION AGREEMENT

xDSL Loops, xDSL Subloops and Line Splitting: SBC-13STATE will make available xDSL loops and xDSL subloops for the provision of xDSL-based services, and xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time. The provisions set forth herein do not apply to **SBC Connecticut**. Instead, **SBC Connecticut**'s xDSL loop and line splitting provisions may be found in the DPUC ordered Connecticut Access Service Tariff, Section 18.2.

1.0 **General:**

1.1 **Deployment of xDSL Technologies: SBC-12STATE** will provide xDSL loops and xDSL subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.

1.2 **SBC-12STATE** will not guarantee that an xDSL loop or xDSL subloop ordered by CLEC will perform as desired by CLEC for xDSL-based services, but will guarantee that loops will be provisioned to meet basic metallic loop parameters, including continuity and pair balance. CLEC shall designate on its LSR, at CLEC's sole option, what loop conditioning **SBC-12STATE** is to perform in provisioning the order.

2.0 **Loop Makeup Information and Ordering: SBC-12STATE** will provide CLEC with nondiscriminatory access to its loop makeup information set forth originally in **SBC-12STATE**'s Advanced Service OSS Plan of Record via: (i) a mechanized loop qualification for real-time access to data available electronically in **SBC-12STATE**'s databases; or (ii) manual loop qualification for information not available electronically (which will carry an interval of 3-5 business days or the interval provided to **SBC-12STATE**'s advanced services affiliate in that state). CLEC will be given nondiscriminatory access to the same loop makeup information that **SBC-12STATE** is providing to any other CLEC, **SBC-12STATE**'s retail operations and/or its advanced services affiliate(s) in that state. **SBC-12STATE**'s uniform GUI and application to application OSS interfaces allow CLEC, **SBC-12STATE**'s retail operations and/or its advanced services affiliate(s), to have real time electronic access as a preordering function to the loop makeup information.

3.0 **Provisioning Intervals**: **SBC-12STATE's** provisioning intervals per order per end-user location shall be the intervals set forth below or the associated interval applicable to **SBC-12STATE's** advanced services affiliate in that state, whichever is less.

3.1 Where no conditioning or outside plant rearrangements necessary:

3.1.1 xDSL Loops (i.e., 2-wire xDSL Loop, 4-wire xDSL Loop and IDSL Loop – collectively xDSL Loops): five (5) business days. xDSL Subloops shall have the same provisioning interval as the xDSL Loops following completion of the Subloop Access Arrangement (SAA).

3.1.2 With conditioning or outside plant rearrangements, xDSL Loops: ten (10) business days. xDSL Subloops shall have the same provisioning interval following completion of the SAA.

4.0 **Loop Conditioning:**

4.1 **SBC-12STATE** will condition xDSL loops and xDSL subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii); provided, however: (i) If load coils, repeaters or Excessive Bridged Tap 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; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in Actual Loop Length or greater, CLEC may request that no conditioning be performed or that **SBC-12STATE** perform some or all of the available loop conditioning to remove Excessive Bridged Tap, load coils and/or repeaters at the rates set forth in Appendix Pricing.

4.2 **Removal of All or Non-Excessive Bridged Tap ("RABT"):**

4.2.1 CLEC may request RABT conditioning via a trouble ticket after its service order for the xDSL Loop or xDSL Subloop has been completed; provided, however, CLEC shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to **SBC-12STATE** interferer information on the loop at the time of opening the trouble ticket. CLEC should utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the length of individual sections. If an RABT trouble ticket is opened, and it is later determined by **SBC-12STATE** that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed in **SBC-2STATE** and **SBC SOUTHWEST REGION 5-STATE** as a 'No Trouble Found' (NTF) and in **SBC MIDWEST REGION 5-STATE** as 'Customer Provided Equipment,' and CLEC shall pay the Maintenance Service Charges referenced in Section 7.2 below.

4.2.2 CLEC may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information; provided, however, upon CLEC's request, the LOC will also investigate and address any **SBC-12STATE** non-conditioning related reasons for any No Sync situation, or ensure CLEC's RABT request is appropriate by verifying the subject bridged tap is located on the loop, but **SBC-12STATE** does not guarantee the synchronization of any loop. The submission by CLEC of a trouble ticket for RABT shall constitute CLEC's authorization for **SBC-12STATE** to condition the loop as requested. CLEC shall then be billed and shall pay the applicable RABT conditioning charges set forth in Appendix Pricing. In either case, when Excessive Bridged Tap is present on the loop, CLEC may request the removal of All Bridged Tap; and when Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap. If and when All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the **SBC-12STATE** LOC. **SBC-12STATE** LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not.

4.2.3 A trouble ticket opened by CLEC for RABT conditioning will be assigned a zero plus five (0+ 5) business day interval or in parity with the repair intervals **SBC-12STATE** provides to its advanced services affiliate. When **SBC-12STATE** determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of **SBC-12STATE**, **SBC-12STATE** has no obligation to perform such conditioning.

4.2.4 To the extent that CLEC would like the option to request that a loop be conditioned by **SBC-12STATE** to remove any device other than Excessive Bridged Taps, load coils and/or repeaters, or Non-excessive or All Bridged Tap, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning.

4.3 **Maintenance, Repair and Testing: SBC-12STATE** shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv).

4.3.1 **Maintenance Scope: SBC-12STATE**'s maintenance shall be as follows: (i) for loops 12,000 feet or less: **SBC-12STATE**'s maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned as described in Section 4.1 above; (ii) for loops greater than 12,000 feet for which CLEC elected that **SBC-12STATE** not perform any conditioning, **SBC-12STATE**'s maintenance shall be limited to

assuring loop continuity and balance. For loops greater than 12,000 for which CLEC requested that **SBC-12STATE** perform some or all of the available conditioning, **SBC-12STATE** will verify continuity, the completion of all requested conditioning and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. **SBC-12STATE** will resolve CLEC-referred trouble tickets in parity with the repair intervals **SBC-12STATE** provides its advanced services affiliate in that state.

4.3.2 **CLEC Submitted Trouble Ticket**: If the CLEC submits a trouble ticket to **SBC-12STATE** and the problem is determined by **SBC-12STATE** to be in CLEC's network, data equipment or splitter, CLEC shall pay **SBC-12STATE,** following **SBC-12STATE** closing the trouble ticket**,** the Maintenance of Service charges referenced in Section 7.2 below. In any such case, when CLEC resolves the trouble condition in its network, data equipment or splitter, CLEC will contact **SBC-12STATE** to advise that the trouble has been resolved.

4.3.3 **Line and Station Transfer ("LST"):** For a 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 trouble, **SBC-12STATE**, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and **SBC-12STATE** determines that an LST can be performed, the **SBC-12STATE** LOC will contact CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in Appendix Pricing shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. 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 not to be an **SBC-12STATE** network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below, in addition to the applicable LST charge.

5.0 **Spectrum Management:** The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. CLEC will advise **SBC-12STATE** on the ordering form of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology that CLEC intends to provision, and CLEC will notify **SBC-12STATE** if and when a change in PSD mask is made. **SBC-12STATE** shall use such PSD information solely for inventory and spectrum management purposes and in all cases, will manage the spectrum and differing xDSL services in a competitively neutral manner consistent with all relevant industry standards. **SBC-12STATE** shall not deny CLEC a loop based upon spectrum management issues in the absence of FCC or Commission approval. In the event that the FCC or the industry establishes long-term standards, practices and policies relating to spectrum compatibility and management that differ from those referenced in this Agreement, the Parties shall comply with such standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for implementation; provided, however, if **SBC-12STATE** and/or CLEC is providing xDSL technologies for which there was previously no standard, then that Party must begin the process of bringing its deployed xDSL technology(ies) and equipment into compliance with such standards at its own expense within thirty (30) days after general availability.

6.0 **Splitters:** CLEC shall own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters for purposes of line line splitting hereunder and shall collocate such splitters in accordance with the collocation provisions set forth elsewhere in this Agreement or as set forth in the applicable Commission-ordered tariff, as applicable, and consistent with **SBC-12STATE**'s standard collocation practices and procedures. CLEC-owned splitters shall be provisioned using standard **SBC12-STATE** configuration cabling and wiring in **SBC-12STATE** locations and shall adhere to established

industry and national standards. CLEC's Connecting Block layouts will reflect standard recognizable arrangements that work in conjunction with **SBC-12STATE**'s OSS.

7.0 **Pricing/Rates:**

7.1 Except as otherwise provided below, the rates applicable to xDSL Loops and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual loop qualification, loop conditioning, cross-connects and LSTs are set forth in Appendix Pricing.

7.2 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, as they may be modified from time to time. If requested by the CLEC, Overtime and Premium time charges will apply as provided for in such FCC tariffs for any work or tests requested by CLEC and performed by **SBC-12STATE** which are not covered by this Agreement or which are performed outside of standard business hours.

8.0 **Definitions Applicable to this Appendix:**

8.1 **"All Bridged Tap"** means both "Excessive" and "Non-excessive" Bridged Tap.

8.2 **"Commission"** means the applicable State agency(ies) with regulatory authority over telecommunications.

8.3 **"Excessive Bridged Tap"** as used herein shall refer to bridged tap in excess of 2,500 feet in total length.

8.4 **"Non-excessive Bridged Tap"** as used herein shall refer to bridged tap less than 2,500 feet in total length.

8.5 **"SBC CONNECTICUT"** as used herein means The Southern New England Telephone Company, the applicable SBC-owned ILEC doing business in Connecticut.

8.6 **"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.

8.7 "**Splitter"** as used herein shall refer to the 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.

APPENDIX LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

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APPENDIX LAWFUL UNEs
(LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

1.1 This Appendix Lawful UNEs 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 lawful unbundled network elements as specifically defined in this Appendix Lawful 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 d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **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 CONNECTICUT** 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 CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.10 **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 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.

1.13 **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.

1.14 **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.

1.15 **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.

1.16 **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.

1.17 **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.

1.18 **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.

1.19 **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.

1.20 **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.

1.21 **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.

1.22 **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. TERMS AND CONDITIONS

2.1 **Lawful UNEs and Declassification.** This Agreement sets forth the terms and conditions pursuant to which **SBC-13STATE** will 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; provided, however, that notwithstanding any other provision of the Agreement, **SBC-13STATE** shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that **SBC-13STATE** is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as "**Lawful UNEs**."

2.1.1 A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as "**Declassified**."

2.1.2 Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified, upon or by (a) the issuance of the mandate in *United States Telecom Association v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA I"); or (b) operation of the *Triennial Review Order* released by the FCC in CC Docket Nos. 01-338, 96-98 and 98-147, FCC 03–36, 18 FCC Rcd 16978 (rel. Aug. 21, 2003), as modified by the Errata issued by the FCC in that same proceeding, FCC 03–227, 18 FCC Rcd 19020 (rel. Sept. 17, 2003) (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003, including rules promulgated thereby; or (c) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (d) the issuance of the mandate in the D.C. Circuit Court of Appeals' decision, *United States Telecom Association* v. *FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*"); or (e) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that **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. By way of example only, a network element can cease to be a Lawful UNE or be Declassified on an element-specific, route-specific or geographically-specific basis or a class of elements basis. Under any scenario, Section 2.5 "Transition Procedure" shall apply.

2.1.2.1 By way of example only, and without limitation, network elements that have been Declassified and are not provided under this Agreement include at least the following: (i) entrance facilities; (ii) dedicated transport, at any level, including but not limited to DSO, OCn, DS1, DS3, or Dark Fiber Transport ; (iii) Local Switching (as defined in Section 11 of this Appendix); (iv) OCn Loops, DS1 or DS3 Loops, or Dark Fiber Loops; (v) the Feeder portion of the Loop; (vi) Line Sharing; (vii) 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 Lawful ULS (as no Local Switching constitutes Lawful UNE Local Switching, **SBC-13STATE** is not obligated to provide, and CLEC shall not request such Call-Related Databases, other than the 911 and E911 databases, under this Agreement); (viii) SS7 signaling that is not provisioned in connection with CLEC's use of **SBC-13STATE**'s Lawful ULS (as no Local Switching constitutes Lawful UNE Local Switching, **SBC-13STATE** is not obligated to provide, and CLEC shall not request, SS7 signaling under this Agreement) ; (ix) Packet switching, including routers and DSLAMs; (x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops (as defined in 47 CFR 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; (xi) 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 transmission path capable of voice grade service over the FTTH loop on an unbundled basis.

2.1.2.2 Additional network elements that may be Declassified and be subject to this Section 2.1 include any element or class of elements as to which a general determination is made

that requesting Telecommunications Carriers are not impaired without access to such element or class of elements.

2.1.2.3 At a minimum, at least the items set forth in this Section 2.1 shall not constitute Lawful UNEs under this Agreement.

2.1.3 It is the Parties' intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "Lawful," the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling, as defined in this Section 2.1.

2.1.4 By way of example only, if terms and conditions of this Agreement state that **SBC-13STATE** is required to provide a Lawful UNE or Lawful UNE combination, and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified or otherwise no longer constitutes a Lawful UNE, then **SBC-13STATE** shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.

2.2 Nothing contained in the Agreement shall be deemed to constitute consent by **SBC-13STATE** that any item identified in this Agreement as a UNE, network element or Lawful UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, that **SBC-13STATE** is required to provide to CLEC alone, or in combination with other network elements or UNEs (Lawful or otherwise), or commingled with other network elements, UNEs (Lawful or otherwise) or other services or facilities.

2.3 The preceding includes without limitation that **SBC-13STATE** shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving **SBC-13STATE** network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.

2.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Lawful UNE in this Agreement is Declassified or is otherwise no longer a Lawful UNE, then the Transition Procedure defined in Section 2.5, below, shall govern.

2.5 Transition Procedure. **SBC-13STATE** shall only be obligated to provide Lawful UNEs under this Agreement. To the extent an element described as a Lawful UNE or an unbundled network element in this Agreement is Declassified or is otherwise no longer a Lawful UNE, **SBC-13STATE** may discontinue the provision of such element, whether previously provided alone or in combination with or as part of any other arrangement with other Lawful UNEs or other elements or services. Accordingly, in the event one or more elements described as Lawful UNEs or as unbundled network elements in this Agreement is Declassified or is otherwise no longer a Lawful UNE, **SBC-13STATE** will provide written notice to CLEC of its discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of thirty (30) days from the date of such notice, **SBC-13STATE** agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a Lawful UNE in the **SBC-13STATE** notice letter referenced in this Section 2.5. **SBC-13STATE** reserves the right to audit the CLEC orders transmitted to **SBC-13STATE** and to the extent that the CLEC has processed orders and such orders are provisioned after this 30-day transitional period, such elements are still subject to this Section 2.5, including the options set forth in (a) and (b) below, and **SBC-13STATE**'s rights of discontinuance or conversion in the event the options are not accomplished. During such 30-day transitional period, the following options are available to CLEC with regard to the element(s) identified in the **SBC-13STATE** notice, including the combination or other arrangement in which the element(s) were previously provided:

(a) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or

(b) **SBC-13STATE** and CLEC may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.

Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a) above, and if CLEC and **SBC-13STATE** have failed to reach agreement, under (b) above, as to a substitute service arrangement or element, then **SBC-13STATE** may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.

2.5.1 The provisions set forth in this Section 2.5 "Transition Period" 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 2.5 "Transition Period" to be implemented or effective as provided above. Further, Section 2.5 "Transition Period" governs the situation where an unbundled network element or Lawful UNE under this Agreement is Declassified or is otherwise no longer a Lawful UNE, even where the Agreement may already include an intervening law, change in law or other substantively similar provision. The rights and obligations set forth in Section 2.5, above, apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

2.5.2 Notwithstanding anything in this Agreement or in any Amendment, **SBC-13STATE** shall have no obligation to provide, and 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 is otherwise no longer a Lawful UNE. The preceding includes without limitation that **SBC-13STATE** shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving **SBC-13STATE** network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.

2.6 **SBC-13STATE** and CLEC may agree to connect CLEC's facilities with **SBC-13STATE**'s network at any technically feasible point for access to Lawful UNEs for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(2)(B); 47 CFR § 51.305(a)(2)(vi)).

2.7 **SBC-13STATE** will provide CLEC nondiscriminatory access to Lawful UNEs (Act, Section 251(c)(3), Act, 47 CFR § 51.307(a)):

2.7.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));

2.7.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR § 51.307(a));

2.7.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that Lawful UNE (Act, Section 251(c)(3); 47 CFR § 51.307 (c));

2.7.4 In a manner that allows access to the facility or functionality of a requested Lawful UNE to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));

2.7.5 With technical information regarding **SBC-13STATE**'s network facilities to enable CLEC to achieve access to Lawful UNEs (47 CFR § 51.307(e));

2.7.6 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));

2.7.7 Where applicable, terms and conditions of access to Lawful UNEs shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself (47 CFR § 51.313(b));

2.7.8 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));

2.7.9 Except upon request of CLEC, **SBC-13STATE** shall not separate CLEC-requested Lawful UNEs that are currently combined. (47 CFR § 51.315(b)) **SBC-13STATE** is not prohibited from or otherwise limited in separating any Lawful UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a Lawful UNE(s) or other **SBC-13STATE** offering(s).

2.8 As provided for herein, **SBC-13STATE** will permit CLEC exclusive use of a Lawful UNE facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of such a facility, **SBC-13STATE** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).

2.9 **SBC-13STATE** will maintain, repair, or replace Lawful UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.

2.10 To the extent technically feasible, the quality of the Lawful UNE and access to such Lawful UNE shall be at least equal to what **SBC-13STATE** provides other telecommunications carriers requesting access to the Lawful UNE (47 CFR § 51.311(a), (b)).

2.11 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

2.12 Lawful UNEs provided to CLEC under the provisions of this Appendix shall remain the property of **SBC-13STATE**.

2.13 Performance of Lawful UNEs

2.13.1 Each Lawful 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.

2.13.2 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.

2.13.3 **SBC-13STATE** may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for Lawful 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.

2.13.4 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.

2.14 Conditions for Access to Lawful UNEs

2.14.1 In order to access and use Lawful UNEs, CLEC must be a Telecommunications Carrier (Section 251(c)(3), and must use the Lawful UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)). Together, these conditions are the "Statutory Conditions" for access to Lawful UNEs. Accordingly, 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.

2.14.1.1 By way of example, use of a Lawful UNE (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a Lawful UNE pursuant to the Statutory Conditions.

2.14.2 Other conditions to accessing and using any Lawful UNE (whether on a stand-alone basis or in combination with other network elements or UNEs (Lawful or otherwise) may be applicable under lawful and effective FCC rules and associated lawful and effective FCC and judicial orders and will also apply.

2.16 Conversion of Wholesale Services to Lawful UNEs

With the issuance of the Court's mandate in *USTA II*, and in the absence of lawful and effective FCC rules or orders requiring conversion of special access services to combinations of Lawful UNE Loop(s) and Lawful UNE Dedicated Transport(s), **SBC-13STATE** is not obligated to and shall not perform such conversions, and CLEC shall not request such conversions. If lawful and effective FCC rules or orders require such conversions, and for all other conversion requests the following shall apply:

2.16.1 Upon request, **SBC-13STATE** shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to CLEC under terms and conditions set forth in this Appendix, so long as the CLEC and the wholesale service, or group of wholesale services, meets the eligibility criteria that may be applicable for such conversion. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

2.16.2 Where processes for the conversion requested pursuant to this Appendix 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.

2.16.3 **SBC-13STATE**'s may charge applicable service order charges and record change charges.

2.16.4 This Section 2.16 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Appendix.

2.16.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, CLEC shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNEs, or Commingled Arrangement (as defined herein), **SBC-13STATE** may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.

2.16.5.1 This Section 2.16.5 applies to any Lawful UNE or combination of Lawful UNEs, including whether or not such Lawful UNE or combination of Lawful UNEs had been previously converted from an **SBC-13STATE** service.

2.16.5.2 **SBC-13STATE** may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.

2.16.6 In requesting a conversion of an **SBC-13STATE** service, CLEC must follow the guidelines and ordering requirements provided by **SBC-13STATE** that are applicable to converting the particular **SBC-13STATE** service sought to be converted.

2.16.7 Nothing contained in this Appendix or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects **SBC-13STATE**'s ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

2.18 Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), 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.

2.20 The Parties intend that this Appendix Lawful UNEs contains the sole and exclusive terms and conditions by which CLEC will obtain Lawful UNEs from **SBC-13STATE**. Accordingly, except as may be specifically permitted by this Appendix Lawful UNEs, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any **SBC-13STATE** tariff, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to enforce the foregoing (including if **SBC-13STATE** fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, Lawful or otherwise, under tariff) 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. At its option, **SBC-13STATE** may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, **SBC-13STATE** may process any such order as being submitted under this Appendix UNE and, further, may convert any element provided under tariff, to this Appendix UNE, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

3. ACCESS TO LAWFUL UNE CONNECTION METHODS

3.1 Subject to Section 2 of this Appendix Lawful UNEs, **SBC-13STATE** shall provide Access to Lawful UNE Connection Methods under the following terms and conditions.

3.2 This Section describes the connection methods under which **SBC-13STATE** agrees to provide CLECs with access to Lawful UNE Local Loops and the conditions under which **SBC-13STATE** makes these methods available. These methods provide CLEC access to multiple **SBC-13STATE** Lawful UNEs that the CLEC may then combine. The methods listed below provide CLEC with access to Lawful 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 Lawful UNE Local Loops within a requested **SBC-13STATE** Central Office.

3.2.1.1 (Method 1)

SBC-13STATE will extend **SBC-13STATE** Lawful 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 Lawful 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** Lawful UNEs that require cross connection to the CLEC's Lawful UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the Lawful UNEs which are to be combined are located.

3.2.1.3 (Method 3)

SBC-13STATE will extend **SBC-13STATE** Lawful UNEs to the CLEC's Lawful UNE frame that is located outside the **SBC-13STATE** Central Office where the Lawful 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 to Lawful UNEs 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** Lawful UNE to **SBC-13STATE**.

3.3.4 Prior to **SBC-13STATE** providing access to Lawful 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 Lawful UNEs when CLEC combines or disconnects Lawful UNEs.

3.3.6 CLEC shall designate each Lawful UNE being ordered from **SBC-13STATE**. CLEC shall provide an interface to receive assignment information from **SBC-13STATE** regarding location of the affected Lawful 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 Lawful UNEs.

3.3.8.1 Where applicable, costs for modifying a building or preparing the premises for access to **SBC-13STATE** Lawful 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 Lawful UNEs, **SBC-13STATE** shall provide Adjacent Location provision under the following terms and conditions.

4.2* This Section describes the Adjacent Location Method for accessing Lawful 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 for a CLEC location adjacent to a **SBC CALIFORNIA** Central Office as identified by **SBC CALIFORNIA**. Under this method **SBC CALIFORNIA** Lawful 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 Lawful UNEs only allows for copper cable termination.

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6. BONA FIDE REQUEST

6.1 Subject to Section 2, **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 CONNECTICUT** 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 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

* Section 4 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1

(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 Lawful UNE, Lawful UNE Combination and/or Lawful Commingling requests that constitute or involve a Lawful UNE required to be provided by **SBC-10STATE, SBC NEVADA** but that is not available under this Agreement 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 Lawful 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 for a Lawful UNE, or is otherwise 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 CONNECTICUT Bona Fide Request Process

6.4.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to **SBC CONNECTICUT**, 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 Lawful UNEs, provided the request is not covered by one of the following conditions:

* Section 6.4 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

6.4.2.1 The Lawful 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 Lawful 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 Lawful 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 CONNECTICUT** 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 CONNECTICUT** 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 CONNECTICUT** after **SBC CONNECTICUT** 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 CONNECTICUT** 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 CONNECTICUT** receives the written notice of cancellation from CLEC. However, if **SBC CONNECTICUT** 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 CONNECTICUT** or the estimate in the BFR Quote plus twenty percent (20%).

6.4.5 Section 6.3.7 is amended as follows: **SBC CONNECTICUT** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SBC CONNECTICUT** 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 CONNECTICUT** has received a complete and accurate BFR Application Form.

6.4.6 **SBC CONNECTICUT** will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.

6.4.7 For **SBC CONNECTICUT**, 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 6.3 Item I shall apply to BFRs submitted to **SBC CALIFORNIA**, with the following exceptions:

* Section 6.5 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

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 Lawful 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 Lawful 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.

7. NETWORK INTERFACE DEVICE

7.1 Subject to Section 2 of this Appendix Lawful UNE, **SBC-13STATE** shall provide Lawful UNE Network Interface Device under the following terms and conditions in this subsection.

7.2 The Lawful UNE Network Interface Device (NID) 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 Lawful UNE 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 Lawful UNE 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 Lawful UNE NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the Lawful UNE NID is offered as specified below (**SBC-12STATE**) or by tariff (**SBC CONNECTICUT**).

7.3 **SBC-12STATE** will permit CLEC to connect its local loop facilities to End Users' premises wiring through **SBC-12STATE**'s Lawful UNE NID, or at any other technically feasible point.

7.4 CLEC may connect to the End User's premises wiring through the **SBC-12STATE** Lawful UNE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the Lawful UNE 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 Lawful UNE 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 Lawful UNE NID where necessary.

7.6 The **SBC-12STATE** Lawful UNE NIDs that CLEC uses under this Appendix will be existing Lawful UNE 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 Lawful UNE NID and/or its protector. CLEC shall not cut any other leads in the Lawful UNE NID.

7.8 CLEC, who has constructed its own NID at a premises and needs only to make contact with **SBC-12STATE**'s Lawful UNE NID, can disconnect the End User's wiring from **SBC-12STATE**'s Lawful UNE NID and reconnect it to the CLEC's NID.

7.9 If CLEC requests a different type of Lawful UNE NID not included with the loop, **SBC-12STATE** will consider the requested type of Lawful UNE NID to be facilitated via the Bona Fide Request (BFR) Process.

8. LAWFUL UNE LOCAL LOOP

8.1 Subject to the other terms and conditions of this Appendix, **SBC-13STATE** shall provide Lawful UNE Local Loop under the following terms and conditions in this subsection.

8.2 A Lawful UNE Local Loop 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. **SBC-13STATE** will make available the Lawful UNE Local 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 Lawful UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the Lawful UNE 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 Lawful UNE 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) for purposes of the deployment of xDSL-based technologies as more specifically provided in the Line Sharing, Line Splitting and xDSL Appendix to, or elsewhere in, this Agreement. Lawful UNE Local Loops are 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) (the terms and conditions for 2-wire and 4-wire xDSL loops are set forth in the Line Sharing, Line Splitting and xDSL Appendix to, or elsewhere in this Agreement where xDSL loops are addressed. xDSL loops are not covered under this Appendix Lawful UNEs. CLEC agrees to operate each Lawful UNE Local Loop type within applicable technical standards and parameters.

8.2.1 When a Lawful UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that the Lawful UNE 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 Lawful UNE Local Loop to a high voltage area will be submitted by CLEC to **SBC-13STATE** via the BFR process set forth in Section 6 "Bona Fide Request," 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 Lawful UNE Local Loop order to the high voltage area.

8.3 The following types of Lawful UNE Local Loop will be provided at the rates, terms, and conditions set forth in this Appendix (**SBC-12STATE**) or by tariff (**SBC CONNECTICUT**) and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff (**SBC CONNECTICUT**):

8.3.1 2-Wire Analog Lawful UNE Local 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 Lawful UNE Local Loops serviced by Integrated Digital Loop Carrier (IDLC) **SBC-12STATE** will, where available, move the requested Lawful UNE Local Loop(s) to a spare, existing all-copper or universal digital loop carrier Lawful UNE Local Loop at no additional charge to CLEC. If, however, no spare Lawful UNE Local 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 Lawful UNE Local 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 Lawful UNE Local 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 As no other type of loop constitutes a Lawful UNE loop (other than 2-wire and 4-wire xDSL loops provided for elsewhere in this Agreement), **SBC-13STATE** is not obligated under this Section 251/252 Agreement to provide any other type of loop, including, but not limited to DS1, DS3 or higher capacity loops, or dark fiber loops. CLEC shall not request such loops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and **SBC-13STATE** provides a loop(s) that is not described or provided for in this Agreement, **SBC-13STATE** may, at any time, even after the loop(s) has been provided to CLEC, discontinue providing such loop(s) (including any combination(s) including that loop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to refuse to provide, including if **SBC-13STATE** provides or continues to provide, access to such loop(s) (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

8.4 Intentionally Left Blank.

8.5 Routine Network Modifications – Lawful UNE Local Loops

8.5.1 **SBC-13STATE** shall make routine network modifications to Lawful UNE Local Loop facilities used by requesting telecommunications carriers where the requested Lawful UNE Local Loop facility has already been constructed. **SBC-13STATE** shall perform routine network modifications to Lawful UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.5.2 A routine network modification is an activity that **SBC-13STATE** regularly undertakes for its own retail customers where there are no additional charges or minimum term commitments. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case;

adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own retail customers, under the same conditions and in the same manner that **SBC-13STATE** does for its own retail customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.

8.5.3 Routine network modifications do not include constructing new loops; installing new cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosures (e.g., controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; removing or reconfiguring packetized transmission facility; or the provision of electronics for the purpose of lighting dark fiber (i.e., optronics). **SBC-13STATE** is not obligated to perform those activities for a requesting telecommunications carrier.

8.5.4 **SBC-13STATE** shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to **SBC-13STATE**'s retail customers.

8.5.5 This Agreement does not require **SBC-13STATE** to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent **SBC-13STATE** has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; nor does this Agreement prohibit **SBC-13STATE** from upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided **SBC-13STATE** complies with the copper loop or copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).

8.5.6 **SBC-12STATE** shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (**SBC-12STATE**), and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff (**SBC CONNECTICUT**).

9. LAWFUL UNE SUBLOOPS

9.1 Subject to the other terms and conditions of this Appendix, **SBC-12STATE** shall provide Lawful UNE Subloops under the following terms and conditions in this subsection.

9.2 **SBC-12STATE** will provide Lawful UNE Subloops as set forth in this Appendix. Other than as specifically set out elsewhere in this Agreement, **SBC CONNECTICUT** does not offer Lawful UNE Subloops under this Agreement. Rather, Lawful UNE Subloops are available as described in Section 18 of the Connecticut Service Tariff.

9.2.1 A Lawful UNE Subloop is a smaller included segment of **SBC-12STATE**'s Lawful UNE local loop plant, i.e., a portion of the Lawful UNE Loop from some technically accessible terminal beyond **SBC-12STATE**'s central office and the network demarcation point, including that portion of the Lawful UNE Loop, if any, which **SBC-12STATE**'s owns and controls inside the End User premises.

9.3 Definitions pertaining to the Lawful UNE Subloop

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 Lawful UNE 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 Lawful UNE 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 Lawful UNE 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 Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to an accessible terminal.

9 3.9 "SAI/FDI-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to the Network Interface Device (NID), which is located on 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 a Lawful UNE Subloop 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 Lawful UNE Subloop" is that portion of the Lawful UNE Loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID Lawful UNE Subloop includes use of the Network Terminating Wire (NTW).

9.4 **SBC-12STATE** will offer the following Lawful UNE Subloop types:

9.4.1 2-Wire Analog Lawful UNE Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

9.4.2 4-Wire Analog Lawful UNE Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

9.4.3 Lawful UNE xDSL Subloop is as defined in the Line Sharing, Line Splitting and xDSL Appendix and will be available to CLEC in the **SBC-12STATE** states in those instances where CLEC has an approved and effective Line Sharing, Line Splitting and xDSL Appendix as a part of this Agreement. In addition to the provisions set forth in the Line Sharing, Line Splitting and xDSL Appendix, the Lawful UNE xDSL Subloop is subject to the Lawful UNE subloop terms and conditions set forth in this Appendix, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the Line Sharing,

Line Splitting and xDSL Appendix as to the Lawful UNE xDSL Subloop and the Lawful UNE subloop provisions set forth in this Appendix, the Lawful UNE subloop provisions set forth in this Appendix shall control.

9.4.4 As no other type of Subloop constitutes a Lawful UNE subloop, **SBC-13STATE** is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement,whether alone, in combination or Commingled. Accordingly, if CLEC requests and **SBC-13STATE** provides a subloop(s) that is not described or provided for in this Agreement, **SBC-13STATE** may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to refuse to provide, including if **SBC-13STATE** provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

9.5 Intentionally Left Blank.

9.6 Lawful UNE Subloops are provided "as is" unless CLEC requests loop conditioning on Lawful UNE xDSL Subloops for the purpose of offering advanced services. Lawful UNE 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 Lawful UNE Subloop has been disconnected and thus an end-user is no longer receiving service via that Lawful UNE Subloop, and such Lawful UNE Subloop has been determined to be a non-defective pair, then that Lawful UNE Subloop would be considered an existing spare portion of the loop, based on a first come first served basis.

9.8 Copper Lawful UNE Subloops

9.8.1 Access to terminals for copper Lawful UNE 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 Lawful UNE 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)	Terminal
6. SPOI (Single Point of Interface)	Network Interface Device

9.10 Provisioning

9.10.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Lawful UNE Subloop circuit(s).

9.10.2 Spare Lawful UNE 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.

9.11 Maintenance

9.11.1 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the Lawful UNE Subloop from the **SBC-12STATE** switch/testing equipment will be lost.

9 11.2 CLEC shall isolate trouble to the **SBC-12STATE** Lawful UNE Subloop portion of the CLEC's service before reporting trouble to **SBC-12STATE**.

9.11.3 **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.

9.11.4 Once all Lawful UNE 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 Lawful UNE Subloops are contained in the state specific Appendix Pricing.

9.11.5 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.

9.12 Lawful UNE Subloop Access Arrangements

9.12.1 Prior to ordering Lawful UNE Subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Lawful UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **SBC-12STATE** Lawful UNE Subloop network.

9.12.2 The space available for collocating or obtaining various Lawful UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Lawful UNE Subloop Access Arrangement Application.

9 12.3 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 Lawful UNE Subloop access, appropriate rates for the engineering and other associated costs performed will be charged.

9.12.4 The assignment of Lawful UNE 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 Lawful UNE Subloop facilities.

9.12.5 Subloop inquiries do not serve to reserve Lawful UNE Subloops.

9.12.6 Several options exist for Collocation or Lawful UNE 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.

9.12.7 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.

9.12.8 Prior to submitting the Lawful UNE Subloop 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 Lawful UNE Subloops, should collocation, access to poles/conduits or rights of way be required.

9.12.9 Except as set forth below in this 9.12.9, construction of the Lawful UNE 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 9.12.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in 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.

9.12.10 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.

9.12.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the Lawful UNE 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.

9.12.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their Lawful UNE 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.

9.12.13 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.

9.12.14 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.

9.13 Lawful UNE Subloop Access Arrangement (SAA) Access Points

9.13.1 SAI/FDI, ECS, SPOI, or Terminal

9.13.1.1 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.

9.13.1.2 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.

9.13.1.3 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.

9.13.1.4 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 13.1.5 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.

9.13.1.6 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.

9.14 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID

9 14.1 **SBC-12STATE** shall notify CLEC of pending relocation as soon as **SBC-12STATE** receives such notice.

9 14.2 CLEC shall notify **SBC-12STATE** of its intentions to remain, or not, in the SAA by way of a new Lawful UNE Subloop Access Arrangement Application for a new SCA.

9 14.3 **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.

9.14.4 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.

9.14.5 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.

9.14.6 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.

9.14.7 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.

9.15 Establishment of Intermediary Box for CLEC Access to Term to NID MTE Lawful UNE Subloop Segment

9.15.1 As an alternative to the establishment of a Lawful UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease **SBC-12STATE** Term to NID Lawful UNE Subloop segments in order to serve its End Users at MTEs in **SBC-12STATE** ("Term to NID MTE Lawful UNE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Lawful UNE Subloop Segment cross-connect leased from **SBC-12STATE** within the intermediary box (in order to obtain access to **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments). In the event CLEC wishes to access **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

9.15.1.1 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.

9.15.1.2 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.

9.15.1.3 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 Lawful UNE 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.

9.15.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Lawful UNE Subloop Segments from **SBC-12STATE**.

9.15.1.5 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 Lawful UNE 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 Lawful UNE Subloop Segment(s).

9.15.1.6 The ordering procedures for the Term to NID MTE Lawful UNE Subloop Segment will be the same as those that apply to Lawful UNE Subloop today and shall be submitted to **SBC-12STATE** by CLEC via a Local Service Request ("LSR").

9.15.1.7 **SBC-12STATE** will upon receipt of the LSR from CLEC for a Term to NID MTE Lawful UNE 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.

9.15.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Lawful UNE Subloop Segments in **SBC-12STATE** only, CLEC may elect to lease from **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from **SBC-12STATE** in lieu of **SBC-12STATE**'s standard Term to NID Lawful UNE Subloop segment addressed in this 9.15.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment.

9.16 Establishment of Term to NID MTE Lawful UNE Subloop Segment When no Intermediary Box is installed

9.16.1 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 Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from **SBC-12STATE** in lieu of **SBC-12STATE**'s standard Term to NID Lawful UNE Subloop segment addressed in Section 9.15.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment. In such cases, **SBC-12STATE** will provide CLEC with access to the Term To NID MTE Lawful UNE 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.

9.16.2 If CLEC elects this option to obtain access to the Term To NID Lawful UNE 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 the other terms and conditions of this Appendix, **SBC-12STATE** shall provide to Engineering controlled Splice under the following terms and conditions in this subsection.

10.2 **SBC-12STATE** will also make available an Engineering Controlled Splice (ECS), which will be owned by **SBC-12STATE**, for CLECs to gain access to Lawful UNE Subloops at or near remote terminals.

10.3 The ECS shall be made available for Lawful UNE 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 Lawful UNE 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 Lawful UNE 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 9.12.7. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in 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 Lawful UNE Subloop orders.

10.4.1.2 CLEC must designate the quantity of Lawful UNE 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 Lawful UNE Subloop facilities, based on recurring Lawful UNE Subloop charges, for the quantity of Lawful UNE 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 Lawful UNE 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 Lawful UNE Subloop segments:

	FROM:	TO:
1.	RT	Serving Area Interface or Feeder Distribution Interface
2.	RT	Terminal
3.	RT	NID

11. LOCAL SWITCHING (ULS)

11.1 As no local circuit switching constitutes Lawful UNE switching, **SBC-13STATE** is not obligated under this Section 251/252 Agreement to provide any type of local circuit or other switching, and CLEC shall not request local circuit or other switching under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and **SBC-13STATE** provides local circuit or other switching under this Agreement, **SBC-13STATE** may, at any time, even after the local circuit or other switching has been provided to CLEC, discontinue providing such local circuit or other switching (including any combination(s) including local circuit or other switching) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to refuse to provide, including if **SBC-13STATE** provides or continues to provide, access to local circuit or other switching (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

11.1.1 For purposes of this Appendix, local circuit switching (Local Switching) is defined as follows:

11.1.1.1 all line-side and trunk-side facilities as defined in TRO, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and

11.1.1.2 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.

12. SHARED TRANSPORT (UST)

12.1 As no local circuit switching constitutes Lawful UNE switching, **SBC-13STATE** is not obligated under this Section 251/252 Agreement to provide any type of shared transport. CLEC shall not request shared transport under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and **SBC-13STATE** otherwise provides shared transport under this Agreement, **SBC-13STATE** may, at any time, even after the shared transport has been provided to CLEC, may discontinue providing such shared transport (including any combination(s) including shared transport) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to refuse to provide, including if **SBC-13STATE** provides or continues to provide, access to shared transport (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

13. DEDICATED TRANSPORT

13.1 As no dedicated transport constitutes Lawful UNE dedicated transport, **SBC-13STATE** is not obligated under this Section 251/252 Agreement to provide any type of dedicated transport, and CLEC shall not request dedicated transport under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and **SBC-13STATE** provides dedicated transport under this Agreement, **SBC-13STATE** may, at any time, even after the dedicated transport has been provided to CLEC, discontinue providing such dedicated transport (including any combination(s) including dedicated transport) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to refuse to provide, including if **SBC-13STATE** provides or continues to provide, access to dedicated transport (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

14. DEDICATED TRANSPORT AND LOOP DARK FIBER

14.1 As no dark fiber dedicated transport or dark fiber loop constitutes Lawful UNE dark fiber dedicated transport or dark fiber loop, **SBC-13STATE** is not obligated under this Section 251/252 Agreement to provide any type of dark fiber dedicated transport or dark fiber loop. CLEC shall not request dark fiber dedicated transport or dark fiber loop under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and **SBC-13STATE** provides dark fiber dedicated transport or dark fiber loop under this Agreement, **SBC-13STATE** may, at any time, even after the dark fiber dedicated transport or dark fiber loop has been provided to CLEC, discontinue providing such dark fiber dedicated transport or dark fiber loop (including any combination(s) including dark fiber dedicated transport or dark fiber loop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to refuse to provide, including if **SBC-13STATE** provides or continues to provide, access to dark fiber dedicated transport or dark fiber loop (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

15. INTENTIONALLY LEFT BLANK

16. CALL-RELATED DATABASES

16.1 Access to the **SBC-13STATE** 911 or E911 call related databases will be provided as described in the Lawful 911 and E911 Appendix. As no local circuit switching constitutes Lawful UNE switching, **SBC-13STATE** is not obligated to provide, and CLEC shall not request, call related databases under this Agreement (other than 911 and E911), including LIDB and CNAM-AS, LIDB and CNAM Queries, 800, or Access to AIN. CLEC access to any call related databases (other than 911 and E911) shall be pursuant to another agreement, including, where applicable, effective tariffs.

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 **SBC-13STATE** shall provide Cross Connects under the following terms and conditions in this subsection. **SBC-13STATE** shall only be obligated to provide Cross Connects under this Appendix for purposes of permitting CLEC to connect **SBC-13STATE** Lawful UNE(s) to other Lawful UNE(s) or to CLEC's own facilities.

18.2 The cross connect is the media between the **SBC-7STATE** Lawful UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a **SBC-7STATE** Lawful UNE and a Collocation area for the purpose of permitting the CLEC to connect the **SBC-7STATE** Lawful UNE to other Lawful UNEs or to the CLEC's own facilities. Where **SBC-7STATE** has otherwise committed to connect one Lawful UNE to another Lawful UNE on behalf of CLEC, or to leave connected one Lawful UNE to another Lawful UNE on behalf of CLEC the cross connect is the media between one **SBC-7STATE** Lawful UNE and another **SBC-7STATE** Lawful UNE. Nothing in this section is a commitment to connect or leave connected any two or more Lawful 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 CONNECTICUT** refer to the applicable state tariff.

18.4 The applicable Lawful UNE Loop cross connects to point of access for the purpose of CLEC combining a **SBC-13STATE** Lawful UNE Loop with another **SBC-13STATE** Lawful UNE are as follows:

18.4.1 2-Wire Analog Loop to Lawful UNE Connection Methods point of access

18 4.2 4-Wire Analog Loop to Lawful UNE Connection Methods point of access

18.4.3 2-Wire Digital Loop to Lawful UNE Connection Methods point of access

18.5 The applicable Loop cross connects for the purpose of CLEC connecting a **SBC SOUTHWEST REGION 5-STATE** and **SBC NEVADA** Lawful UNE Loop to a CLEC's Collocated facilities are as follows:

18.5.1 2-Wire Analog Loop to Collocation

18.5.2 2-Wire Analog Loop to Collocation (without testing)

18.5.3 4-Wire Analog Loop to Collocation

18.5.4 4-Wire Analog Loop to Collocation (without testing)

18.5.5 2-Wire Digital Loop to Collocation

18.5.6 2-Wire Digital Loop to Collocation (without testing)

18.5.7 2-Wire DSL Shielded Cross Connect to Collocation

18.5.8 4-Wire DSL Shielded Cross Connect to Collocation

18.5.9 2-Wire DSL non-shielded Cross Connect to Collocation

18.5.10 4-Wire DSL non-shielded Cross Connect to Collocation

18.6 The applicable cross connect for **SBC MIDWEST REGION 5-STATE** Lawful UNE Loop is as follows:

18.6.1 2-Wire

18.7 The applicable Lawful UNE Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **SBC CALIFORNIA** Lawful UNE Loop with a CLEC's own facilities are as follows:

18.7.1 2-Wire Analog Loop to Adjacent Location Method point of access

18.7.2 4-Wire Analog Loop to Adjacent Location Method point of access

18.7.3 2-Wire Digital Loop to Adjacent Location Method point of access

18.7.4 DSL shielded Cross Connect to Adjacent Location point of access

18.8 The applicable cross connects for the purpose of a CLEC connecting a **SBC CALIFORNIA** Lawful UNE Loop to a CLEC's Collocated facility are as follows:

18.8.1 Voice Grade/ISDN EISCC

18.8.2 DS-0 EISCC

18.8.3 DSL Shielded Cross Connect to Collocation

19. PROVISIONING/MAINTENANCE OF LAWFUL UNES

19.1 Access to Lawful 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 Lawful UNEs where technically feasible. Where facilities and equipment are not available, **SBC-13STATE** shall not be required to provide Lawful UNEs. However, CLEC may request and, to the extent required by law, **SBC-13STATE** may agree to provide Lawful 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 Lawful UNEs it provides. **SBC-13STATE** is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Lawful UNEs.

19.3 Where Lawful UNEs provided to CLEC are dedicated to a single End User, if such Lawful UNEs are for any reason disconnected they shall be made available to **SBC-13STATE** for future provisioning needs, unless such Lawful UNE is disconnected in error. The CLEC agrees to relinquish control of any such Lawful UNE concurrent with the disconnection of a CLEC's End User's service.

19.4 CLEC shall make available at mutually agreeable times the Lawful UNEs provided pursuant to this Appendix in order to permit **SBC-13STATE** to test and make adjustments appropriate for maintaining the Lawful 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** Lawful UNE, or of its own equipment or facilities in conjunction with any **SBC-13STATE** Lawful 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 Lawful UNE(s) causing the violation.

19.6 When a **SBC-13STATE** provided tariffed or resold service is replaced by CLEC's facility-based service using any **SBC-13STATE** provided Lawful UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and order Lawful UNEs. These requests will be processed by **SBC-**

13STATE, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using **SBC-13STATE** provided Lawful UNEs is converted to a different CLEC's service which also uses any **SBC-13STATE** provided Lawful 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 Lawful UNE and cross connect ordered.

19.7 CLEC shall connect equipment and facilities that are compatible with the **SBC-13STATE** Lawful UNEs, and shall use Lawful UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

19.8 CLEC shall not combine or use Lawful UNEs in a manner that will undermine the ability of other Telecommunications Carriers to obtain access to lawful 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 Lawful 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 Lawful 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 Lawful 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. RESERVATION OF RIGHTS

20.1 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: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's 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 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 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"). 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.

APPENDIX FOR ACCESS

TO SBC COMMUNICATION INC.'S STRUCTURE

(POLES, CONDUITS, AND RIGHTS OF WAYS)

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APPENDIX FOR ACCESS TO SBC COMMUNICATION INC.'S STRUCTURE (POLES, CONDUITS, AND RIGHTS OF WAYS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.1.1 **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 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.

1.1.2 **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 CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.1.4 **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.

1.1.5 **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.

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 _____, 2005, 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 under applicable law.

19.2 Pole, Duct, and Conduit Space Assignments.

19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by **SBC-13STATE**, the pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

19.2.2 **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. **SBC-13STATE** and CLEC further agree that CLEC shall pay to SBC-13STATE a penalty of $5,000.00 for each unauthorized entry into the conduit system.

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. The Attaching Party shall be liable for an unauthorized attachment or occupancy fee in the amount of five hundred dollars ($500.00) per unauthorized pole attachment and five hundred dollars ($500.00) per unauthorized conduit foot. 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, material man, 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	David G.Hammock, RVP-Carrier/Supplier Mgmt	Contract Management ATTN: Notices Manager
STREET ADDRESS	Three Bell Plaza, Room 1502	311 S. Akard, 9th Floor Four SBC Plaza
CITY/STATE/ZIP CODE	Dallas, TX 75202	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-858-3082	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.

APPENDIX OSS - RESALE & UNEs

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APPENDIX OSS
(ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to 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, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **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 CONNECTICUT**, 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 CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.10 **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 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.

1.13 **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.

1.14 **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.

1.15 **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.

1.16 **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.

1.17 **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.

1.18 **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.

1.19 **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.

1.20 **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.

1.21 **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.

1.22 **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.

1.26 **"LSC"** means (i) the Local Service Center (LSC) for **SBC-12STATE**; (ii) Local Exchange Carrier Center (LECC) for **SBC CONNECTICUT**.

1.27 **"LOC"** means the Local Operations Center (LOC) for **SBC-13STATE.**

1.28 **"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.

1.29 **"UNE"** is as described in Appendix Lawful UNE.

2. LAWFUL UNBUNDLING REQUIREMENTS

2.1 This Appendix is for OSS transactions related to UNEs (as provided in Appendix Lawful UNE), and Resold service which **SBC-13STATE** provides under this Interconnection Agreement (ICA service(s)). Should

SBC-13STATE no longer be obligated to provide a UNE under the terms of this Agreement, **SBC-13STATE** shall no longer be obligated to offer access and use of OSS for that ICA service.

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. 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 services and UNEs, 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 UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to 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 feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

4.2.1.2 PIC/LPIC Inquiry provides 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 3.3 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 UNEs. 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.

4.5 **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 UNEs 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 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**, 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.

5.2.6 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 UNEs in SBC-13STATE**

SBC-13STATE will provision Resale services and UNEs 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**, as detailed in section 5.2.5.1, 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 Mechanized Loop Testing (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.

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.

7.2.8 In **SBC CONNECTICUT**, 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 UNEs 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.

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 CONNECTICUT** 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," the connecting CLEC is responsible for providing CLEC router, and all network equipment (including Channel Service Units/Data Service Units(CSU/DSU)) and circuit connection(s) up to the SBC ILEC company point of demarcation. The demarcation point shall be the interface at the LRAF, PRAF, ARAF, or SRAF according to **SBC-13STATE** "CLEC OSS Interconnection Procedures". 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 CONNECTICUT** 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-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.

13.4 **SBC CONNECTICUT** 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 **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.

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
2	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**					
3	**REAL ESTATE**					
4	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**		$9.28	
5	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**		$19.56	
6	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**	$5.97		
7	**COMMON SYSTEMS**					
8	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**	$0.44	$59.86	
9	**PLANNING**					
10	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55	
11	Planning	Per Request	**NRFCD**		$5,244.43	
12	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04	
13	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10	
14	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60	
15	Planning - Subs. w/o cabling - Application Processing Fee	Per Request	**NRL1F**		$712.15	
16	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00	
17	**POWER PROVISIONING**					
18	**Power Panel:**					
19	50 Amp	Per Power Panel (CLEC Provided)	**NONE**			
20	200 Amp	Per Power Panel (CLEC Provided)	**NONE**			
21	**Power Cable and Infrastructure:**					
22	Power Cable Rack	Per Four Power Cables or Quad	**NONE**			
23	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23	
24	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)		$0.25	$48.23	
25	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)		$0.25	$48.23	
26	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23	
27	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23	
28	**Equipment Grounding:**					
29	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8FCR**	$0.03	$0.92	
30	**DC POWER AMPERAGE CHARGE**					
31	HVAC	Per 10 Amps	**S8GCS**	$14.62		
32	Per Amp	Per Amp	**S8GCR**	$10.61		
33	**FIBER CABLE PLACEMENT**					
34	**Central Office:**					
35	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13	
36	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76		
37	**MISCELLANEOUS & OPTIONAL COST:**					
38	**MISCELLANEOUS COSTS**					
39	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81	
40	Bits Timing	Per two circuits	**S8FQT**	$3.58	$698.82	
41	Space Availability Report	Per Premise	**NRFCQ**		$168.04	
42	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35	
43	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35	
44	**CAGE COMMON COSTS**					
45	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	**NRL6O**		$5.29	
46	**INTERCONNECTION COSTS:**					
47	**ILEC TO CLEC CONNECTION**					
48	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**	$3.86	$156.02	
49	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**	$3.86	$156.02	
50	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8FQM**	$295.42	$3,105.79	
51	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F46**	$6.07	$486.89	
52	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F47**	$115.30	$1,809.40	
53	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8FQN**	$5.69	$116.67	
54	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8FQR**	$3.76	$495.49	
55	**CLEC TO CLEC CONNECTION**					
56	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82		
57	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57		
58	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50		
59	Route Design		**NRFCX**		$424.88	
60	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFH**	$0.18		
61	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFJ**	$0.12		
62	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFK**	$0.31		
63	**TIME SENSITIVE ACTIVITIES**					
64	**PRE-VISITS**					
65	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23	
66	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60	
67	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72	
68	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24	
69	**CONSTRUCTION VISITS**					
70	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24	
71	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23	
72	**RSM Option**					
73	Additional Dedicated HVAC Charge	per request	**NRFCL**		$3,100.00	
74	Dedicated power Plant Floor Space	per request	**S8GCQ**	$394.00		

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	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
75						
76	**SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**					
77	**REAL ESTATE**					
78	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8GCE**		$9.28	
79	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8GCF**		$19.56	
80	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8GCD**	$5.97		
81	**COMMON SYSTEMS**					
82	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8GCG**	$0.44	$59.86	
83	**PLANNING**					
84	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55	
85	Planning	Per Request	**NRFCD**		$5,244.43	
86	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04	
87	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10	
88	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60	
89	Planning - Subs. w/o cabling - Application Processing Fee	Per Request	**NRL1F**		$712.15	
90	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00	
91	**POWER PROVISIONING**					
92	**Power Panel:**					
93	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47	
94	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46	
95	**Power Cable and Infrastructure:**					
96	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCU**	$7.74	$1,570.84	
97	2-30 Amp Feeds	Per 2-30 Amp Power Feeds		$8.35	$2,424.71	
98	2.40 Amp Feeds	Per 2-40 Amp Power Feeds		$8.96	$2,586.91	
99	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCV**	$9.57	$1,954.85	
100	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCW**	$11.39	$2,344.44	
101	**Equipment Grounding:**					
102	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8GDA**	$0.03	$0.92	
103	**DC POWER AMPERAGE CHARGE**					
104	HVAC	Per 10 Amps	**S8GCS**	$14.62		
105	Per Amp	Per Amp	**S8GCR**	$10.61		
106	**FIBER CABLE PLACEMENT**					
107	**Central Office:**					
108	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88	
109	Entrance Conduit to Vault	Per Fiber Cable Sheath	**S8GDD**	$8.76		
110	**MISCELLANEOUS & OPTIONAL COST:**					
111	**MISCELLANEOUS COSTS**					
112	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81	
113	Bits Timing	Per two circuits	**S8GEJ**	$3.58	$698.82	
114	Space Availability Report	Per Premise	**NRFCQ**		$168.04	
115	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35	
116	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35	
117	**CAGE COMMON COSTS**					
118	Cage Preparation	Per Sq. Ft. of space used by CLEC	**S8GCH**	$0.27	$19.70	
119	**INTERCONNECTION COSTS:**					
120	**ILEC TO CLEC CONNECTION**					
121	Voice Grade Arrangement	100 Copper Pairs	**S8GD4**	$4.92	$1,027.16	
122	Voice Grade Arrangement	100 Shielded Pairs	**S8GD5**	$4.92	$1,027.16	
123	DS1 Arrangement - DCS	28 DS1	**S8GDK**	$297.44	$3,613.06	
124	DS1 Arrangement - DSX	28 DS1	**S8GDP**	$9.79	$1,346.48	
125	DS3 Arrangement - DCS	1 DS3	**S8GDV**	$115.58	$2,181.58	
126	DS3 Arrangement - DSX	1 DS3	**S8GDZ**	$7.14	$603.89	
127	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	**S8GED**	$6.55	$1,779.78	
128	**CLEC TO CLEC CONNECTION**					
129	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82		
130	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57		
131	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50		
132	Route Design		**NRFCX**		$424.88	
133	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35	
134	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86	
135	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07	
136	**TIME SENSITIVE ACTIVITIES**					
137	**PRE-VISITS**					
138	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23	
139	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60	
140	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72	
141	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24	
142	**CONSTRUCTION VISITS**					
143	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24	
144	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23	
145	**RSM Option**					
146	Additional Dedicated HVAC Charge	Per Request	**NRFCL**		$3,100.00	
147	Dedicated power Plant FLoor Space	Per Request	**S8GCQ**	$394.00		
148						

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	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
149	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**					
150	**REAL ESTATE**					
151	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81	
152	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57	
153	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8F9C**	$64.21		
154	Site Conditioning	Per Cabinet (Standard Bay=18 sq ft)			$167.06	
155	Safety & Security	Per Cabinet (Standard Bay=18 sq ft)			$352.03	
156	Floor Space Usage	Per Cabinet (Standard Bay=18 sq ft)		$115.58		
157	**COMMON SYSTEMS**					
158	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8FWE**	$9.35	$760.45	
159	Common Systems - Cageless	Per Cabinet (Standard Bay=18 sq ft)		$16.83	$1,368.81	
160	**PLANNING**					
161	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54	
162	Planning	Per Request	**NRFCJ**		$4,601.93	
163	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04	
164	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10	
165	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60	
166	Planning - Subs. w/o cabling - Application Processing Fee	Per Request	**NRL1F**		$712.15	
167	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00	
168	**POWER PROVISIONING**					
169	**Power Panel:**					
170	50 Amp	Per Power Panel (CLEC Provided)	**NONE**			
171	200 Amp	Per Power Panel (CLEC Provided)	**NONE**			
172	**Power Cable and Infrastructure:**					
173	Power Cable Rack	Per Four Power Cables or Quad	**NONE**			
174	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23	
175	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)		$0.25	$48.23	
176	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)		$0.25	$48.23	
177	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23	
178	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23	
179	**Equipment Grounding:**					
180	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32	
181	**DC POWER AMPERAGE CHARGE**					
182	HVAC	Per 10 Amps	**S8GCS**	$14.62		
183	Per Amp	Per Amp	**S8GCR**	$10.61		
184	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27		
185	**FIBER CABLE PLACEMENT**					
186	**Central Office:**					
187	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13	
188	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76		
189	**CEV, HUT & Cabinets:**					
190	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58	
191	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61		
192	**MISCELLANEOUS & OPTIONAL COST:**					
193	**MISCELLANEOUS COSTS**					
194	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81	
195	Bits Timing	Per two circuits	**S8FQT**	$3.58	$698.82	
196	Space Availability Report	Per Premise	**NRFCQ**		$168.04	
197	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35	
198	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35	
199	**CAGELESS / POT BAY OPTIONS**					
200	Standard Equipment Bay	Each (CLEC Provided)	**NONE**			
201	Non-Standard Cabinet Bay	Each (CLEC Provided)	**NONE**			
202	VF/DS0 Termination Panel	Each (CLEC Provided)	**NONE**			
203	VF/DS0 Termination Module	Each (CLEC Provided)	**NONE**			
204	DDP-1 Panel	Each (CLEC Provided)	**NONE**			
205	DDP-1 Jack Access Card	Each (CLEC Provided)	**NONE**			
206	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	**NONE**			
207	DS3 Interconnect Module	Each (CLEC Provided)	**NONE**			
208	Fiber Optic Splitter Panel	Each (CLEC Provided)	**NONE**			
209	Fiber Termination Dual Module	Each (CLEC Provided)	**NONE**			
210	**CEV, HUT, CABINET**					
211	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64		
212	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77		
213	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77		
214	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33		
215	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63		
216	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19		
217	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29		
218	**INTERCONNECTION COSTS:**					
219	**ILEC TO CLEC CONNECTION**					
220	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02	
221	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02	
222	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79	
223	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89	
224	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40	

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	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
225	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67	
226	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49	

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	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
227	**CLEC TO CLEC CONNECTION**					
228	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82		
229	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57		
230	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50		
231	Route Design		**NRFCX**		$424.88	
232	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFL**	$0.18	$0.00	
233	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFM**	$0.12	$0.00	
234	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFN**	$0.31	$0.00	
235	**PROJECT MANAGEMENT**					
236	**CEV, HUT & CABINET**					
237	Project Coordination	Per CLEC Application	**NRFCK**		$631.17	
238	**TIME SENSITIVE ACTIVITIES**					
239	**PRE-VISITS**					
240	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23	
241	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60	
242	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72	
243	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24	
244	**CONSTRUCTION VISITS**					
245	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24	
246	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23	
247						
248	**SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**					
249	**REAL ESTATE**					
250	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8GCL**		$92.81	
251	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8GCN**		$195.57	
252	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8GCK**	$64.21		
253	Site Conditioning	Per Cabinet (Standard Bay=18 sq ft)			$167.06	
254	Safety & Security	Per Cabinet (Standard Bay=18 sq ft)			$352.03	
255	Floor Space Usage	Per Cabinet (Standard Bay=18 sq ft)		$115.58		
256	**COMMON SYSTEMS**					
257	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8GCM**	$9.35	$760.45	
258	Common Systems - Cageless	Per Cabinet (Standard Bay=18 sq ft)		$16.83	$1,368.81	
259	**PLANNING**					
260	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54	
261	Planning	Per Request	**NRFCJ**		$4,601.93	
262	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04	
263	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10	
264	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60	
265	Planning - Subs. w/o cabling - Application Processing Fee	Per Request	**NRL1F**		$712.15	
266	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00	
267	**POWER PROVISIONING**					
268	**Power Panel:**					
269	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47	
270	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46	
271	**Power Cable and Infrastructure:**					
272	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCX**	$7.74	$2,262.52	
273	2-30 Amp Feeds	Per 2-30 Amp Power Feeds		$8.35	$2,424.71	
274	2-40 Amp Feeds	Per 2-40 Amp Power Feeds		$8.96	$2,586.91	
275	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCY**	$9.57	$2,749.10	
276	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCZ**	$11.39	$3,236.32	
277	**Equipment Grounding:**					
278	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32	
279	**DC POWER AMPERAGE CHARGE**					
280	HVAC	Per 10 Amps	**S8GCS**	$14.62		
281	Per Amp	Per Amp	**S8GCR**	$10.61		
282	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27		
283	**FIBER CABLE PLACEMENT**					
284	**Central Office:**					
285	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88	
286	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76		
287	**CEV, HUT & Cabinets:**					
288	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58	
289	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61		
290	**MISCELLANEOUS & OPTIONAL COST:**					
291	**MISCELLANEOUS COSTS**					
292	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81	
293	Bits Timing	Per two circuits	**S8GEJ**	$3.58	$698.82	
294	Space Availability Report	Per Premise	**NRFCQ**		$168.04	
295	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35	
296	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35	
297	**CAGELESS / POT BAY OPTIONS**					
298	Standard Equipment Bay	Each	**NRFCO**	$8.89	$721.28	
299	Non-Standard Cabinet Bay	Each	**NRFCP**	$17.78	$3,470.81	
300	VF/DS0 Termination Panel/Module	Each	**S8GE5**	$3.10	$605.64	
301	DDP-1 Panel/Jack Access Card	Each	**S8GE6**	$8.08	$1,576.65	
302	DS3/STS-1 Interconnect Panel	Each	**S8GE7**	$2.38	$465.47	
303	DS3 Interconnect Module	Each	**S8GE8**	$0.45	$87.35	

SBC-13STATE
COLLOCATION RATE SUMMARY
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	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
304	Fiber Optic Splitter Panel	Each	**S8GE9**	$1.52	$297.00	
305	Fiber Termination Dual Module	Each	**S8GFA**	$1.37	$267.88	

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	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
306	**CEV, HUT, CABINET**					
307	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64		
308	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77		
309	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77		
310	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33		
311	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63		
312	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19		
313	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29		
314	**INTERCONNECTION COSTS:**					
315	**ILEC TO CLEC CONNECTION**					
316	Voice Grade Arrangement	100 Copper Pairs	**S8GD6**	$4.92	$1,027.16	
317	Voice Grade Arrangement	100 Shielded Pairs	**S8GD7**	$4.92	$1,027.16	
318	DS1 Arrangement - DCS	28 DS1	**S8GDL**	$297.44	$3,613.06	
319	DS1 Arrangement - DSX	28 DS1	**S8GDQ**	$9.79	$1,346.48	
320	DS3 Arrangement - DCS	1 DS3	**S8GDW**	$115.58	$2,181.58	
321	DS3 Arrangement - DSX	1 DS3	**S8GD1**	$7.14	$603.89	
322	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEE**	$6.55	$1,779.78	
323	**CLEC TO CLEC CONNECTION**					
324	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82		
325	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57		
326	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50		
327	Route Design		**NRFCX**		$424.88	
328	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35	
329	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86	
330	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07	
331	**PROJECT MANAGEMENT**					
332	**CEV, HUT & CABINET**					
333	Project Coordination	Per CLEC Application	**NRFCK**		$631.17	
334	**TIME SENSITIVE ACTIVITIES**					
335	**PRE-VISITS**					
336	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23	
337	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60	
338	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72	
339	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24	
340	**CONSTRUCTION VISITS**					
341	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24	
342	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23	
343						
344	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**					
345	**REAL ESTATE**					
346	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81	
347	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57	
348	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87		
349	**COMMON SYSTEMS**					
350	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37	
351	**PLANNING**					
352	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24	
353	Planning	Per Request	**NRFCJ**		$4,601.93	
354	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04	
355	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10	
356	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60	
357	Planning - Subs. w/o cabling - Application Processing Fee	Per Request	**NRL1F**		$712.15	
358	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00	
359	**POWER PROVISIONING**					
360	**Power Panel:**					
361	50 Amp	Per Power Panel (CLEC provides)	**NONE**			
362	200 Amp	Per Power Panel (CLEC provides)	**NONE**			
363	**Power Cable and Infrastructure:**					
364	Power Cable Rack	Per Four Power Cables or Quad	**NONE**			
365	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23	
366	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)		$0.25	$48.23	
367	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)		$0.25	$48.23	
368	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23	
369	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23	
370	**Equipment Grounding:**					
371	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93	
372	**DC POWER AMPERAGE CHARGE**					
373	HVAC	Per 10 Amps	**S8GCS**	$14.62		
374	Per Amp	Per Amp	**S8GCR**	$10.61		
375	**FIBER CABLE PLACEMENT**					
376	**Central Office:**					
377	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13	
378	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76		

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	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
379	**MISCELLANEOUS & OPTIONAL COST:**					
380	**MISCELLANEOUS COSTS**					
381	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81	
382	Bits Timing	Per two circuits	**S8FQT**	$3.58	$698.82	
383	Space Availability Report	Per Premise	**NRFCQ**		$168.04	
384	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35	
385	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35	
386	**CAGE COMMON COSTS**					
387	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00	
388	**INTERCONNECTION COSTS:**					
389	**ILEC TO CLEC CONNECTION**					
390	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02	
391	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02	
392	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79	
393	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89	
394	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40	
395	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67	
396	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49	
397	**RSM Option**					
398	Additional Dedicated HVAC Charge	per request	**NRFCL**		$3,100.00	
399	Dedicated power Plant Floor Space	per request	**S8GCQ**	$394.00		
400						
401	**SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**					
402	**REAL ESTATE**					
403	Site Conditioning	Per Bay	**S8GCL**		$92.81	
404	Safety & Security	Per Frame	**S8GCN**		$195.57	
405	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87		
406	**COMMON SYSTEMS**					
407	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37	
408	**PLANNING**					
409	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24	
410	Planning	Per Request	**NRFCJ**		$4,601.93	
411	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04	
412	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10	
413	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60	
414	Planning - Subs. w/o cabling - Application Processing Fee	Per Request	**NRL1F**		$712.15	
415	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00	
416	**POWER PROVISIONING**					
417	**Power Panel:**					
418	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47	
419	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46	
420	**Power Cable and Infrastructure:**					
421	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GC1**	$7.74	$1,570.84	
422	2-30 Amp Feeds	Per 2-30 Amp Power Feeds		$8.35	$2,424.71	
423	2-40 Amp Feeds	Per 2-40 Amp Power Feeds		$8.96	$2,586.91	
424	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GC2**	$9.57	$1,954.85	
425	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC3**	$11.39	$2,344.44	
426	**Equipment Grounding:**					
427	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93	
428	**DC POWER AMPERAGE CHARGE**					
429	HVAC	Per 10 Amps	**S8GCS**	$14.62		
430	Per Amp	Per Amp	**S8GCR**	$10.61		
431	**FIBER CABLE PLACEMENT**					
432	**Central Office:**					
433	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88	
434	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76		
435	**MISCELLANEOUS & OPTIONAL COST:**					
436	**MISCELLANEOUS COSTS**					
437	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81	
438	Bits Timing	Per two circuits	**S8GEJ**	$3.58	$698.82	
439	Space Availability Report	Per Premise	**NRFCQ**		$168.04	
440	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35	
441	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35	
442	**CAGE COMMON COSTS**					
443	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00	
444	**INTERCONNECTION COSTS:**					
445	**ILEC TO CLEC CONNECTION**					
446	Voice Grade Arrangement	100 Copper Pairs	**S8GD8**	$4.92	$1,027.16	
447	Voice Grade Arrangement	100 Shielded Pairs	**S8GD9**	$4.92	$1,027.16	
448	DS1 Arrangement - DCS	28 DS1	**S8GDM**	$297.44	$3,613.06	
449	DS1 Arrangement - DSX	28 DS1	**S8GDR**	$9.79	$1,346.48	
450	DS3 Arrangement - DCS	1 DS3	**S8GDX**	$115.58	$2,181.58	
451	DS3 Arrangement - DSX	1 DS3	**S8GD2**	$7.14	$603.89	
452	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEF**	$6.55	$1,779.78	

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	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
453	**RSM Option**					
454	Additional Dedicated HVAC Charge	Per Request	**NRFCL**		$3,100.00	
455	Dedicated power Plant FLoor Space	Per Request	**S8GCQ**	$394.00		
456						
457	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**					
458	**REAL ESTATE**					
459	Site Conditioning	Per Frame	**S8FX5**		$92.81	
460	Safety & Security	Per Frame	**S8FX6**		$195.57	
461	Floor Space Usage	Per Frame	**S8F62**	$28.91		
462	Site Conditioning	Per Cabinet (Standard Bay=18 sq ft)			$167.06	
463	Safety & Security	Per Cabinet (Standard Bay=18 sq ft)			$352.03	
464	Floor Space Usage	Per Cabinet (Standard Bay=18 sq ft)		$52.04		
465	**COMMON SYSTEMS**					
466	Common Systems - Standard	Per Frame	**S8F64**	$10.75		
467	Common Systems - Non-Standard	Per Cabinet	**S8F65**	$19.36		
468	**PLANNING**					
469	Planning	Per Request	**NRM99**		$5,555.76	
470	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49	
471	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84	
472	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61	
473	Planning - Subs. w/o cabling - Application Processing Fee	Per Request	**NRL56**		$472.78	
474	**POWER PROVISIONING**					
475	**Power Cable and Infrastructure:**					
476	Power Cable Rack	Per Four Power Cables or Quad	**NONE**			
477	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GFO**	$0.52		
478	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)		$0.52		
479	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)		$0.52		
480	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GFP**	$0.52		
481	**Equipment Grounding:**					
482	Ground Cable Placement	Per Frame	**S8F69**	$0.36		
483	**DC POWER AMPERAGE CHARGE**					
484	HVAC	Per 10 Amps	**S8FXO**	$14.62		
485	Per Amp	Per Amp	**S8FXN**	$10.61		
486	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27		
487	**FIBER CABLE PLACEMENT**					
488	**Central Office:**					
489	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42	
490	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17		
491	**CEV, HUT & Cabinets:**					
492	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58	
493	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61		
494	**MISCELLANEOUS & OPTIONAL COST:**					
495	**MISCELLANEOUS COSTS**					
496	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81	
497	Bits Timing	Per two circuits	**S8FXS**	$3.58	$698.82	
498	**VIRTUAL FRAME OPTIONS**					
499	Standard Equipment Bay	Each (CLEC Provided)	**NONE**			
500	**CEV, HUT, CABINET**					
501	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64		
502	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77		
503	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77		
504	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33		
505	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63		
506	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19		
507	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29		
508	**INTERCONNECTION COSTS:**					
509	**ILEC TO CLEC CONNECTION**					
510	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F82**	$3.86	$225.02	
511	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8F83**	$3.86	$225.02	
512	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F8X**	$295.42	$3,496.22	
513	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F8Y**	$6.07	$651.13	
514	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F8Z**	$115.30	$2,186.12	
515	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F81**	$5.69	$204.42	
516	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F84**	$10.47	$152.71	
517	**VIRTUAL TO VIRTUAL CONNECTION**					
518	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90		
519	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49		
520	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35		
521	Route Design		**NRLWF**		$463.36	
522	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFQ**	$0.41	$0.00	
523	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFR**	$0.27	$0.00	
524	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFS**	$0.81	$0.00	
525	**PROJECT MANAGEMENT**					
526	**CEV, HUT & CABINET**					
527	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17	

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	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
528	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**					
529	**CENTRAL OFFICE TYPE**					
530	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15	
531	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	**NRMHN**		$242.35	
532	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15	
533	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15	
534	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	**NRMJ9**		$242.35	
535	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15	
536	**CEV, HUT & CABINET**					
537	Per Visit	4 Hour Minium - Initial	**NRMJ9**		$242.35	
538	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15	
539	**ADDITIONAL LABOR ELEMENTS**					
540	**TRAINING**					
541	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21	
542	CO Manager	Per 1/2 Hour	**NRME9**		$39.45	
543	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47	
544	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47	
545	**EQUIPMENT EVALUATION COST**					
546	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47	
547	**TEST AND ACCEPTANCE**					
548	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21	
549						
550	**SBC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**					
551	**REAL ESTATE**					
552	Site Conditioning	Per Frame	**S8FX5**		$92.81	
553	Safety & Security	Per Frame	**S8FX6**		$195.57	
554	Floor Space Usage	Per Frame	**S8FX1**	$28.91		
555	Site Conditioning	Per Cabinet (Standard Bay=18 sq ft)			$167.06	
556	Safety & Security	Per Cabinet (Standard Bay=18 sq ft)			$352.03	
557	Floor Space Usage	Per Cabinet (Standard Bay=18 sq ft)		$52.04		
558	**COMMON SYSTEMS**					
559	Common Systems - Standard	Per Frame	**S8FX3**	$10.75		
560	Common Systems - Non-Standard	Per Frame	**S8FX4**	$19.36		
561	**PLANNING**					
562	Planning	Per Request	**NRM99**		$5,555.76	
563	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49	
564	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84	
565	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61	
566	Planning - Subs. w/o cabling - Application	Per Request	**NRL56**		$472.78	
567	**POWER PROVISIONING**					
568	**Power Cable and Infrastructure:**					
569	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8FX7**	$7.74	$1,570.84	
570	2-30 Amp Feeds	Per 2-30 Amp Power Feeds		$8.35	$2,424.71	
571	2-40 Amp Feeds	Per 2-40 Amp Power Feeds		$8.96	$2,586.91	
572	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8FX8**	$9.57	$1,954.85	
573	**Equipment Grounding:**					
574	Ground Cable Placement	Per Frame	**S8FX9**	$0.36		
575	**DC POWER AMPERAGE CHARGE**					
576	HVAC	Per 10 Amps	**S8FXO**	$14.62		
577	Per Amp	Per Amp	**S8FXN**	$10.61		
578	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27		
579	**FIBER CABLE PLACEMENT**					
580	**Central Office:**					
581	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42	
582	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17		
583	**CEV, HUT & Cabinets:**					
584	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58	
585	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61		
586	**MISCELLANEOUS & OPTIONAL COST:**					
587	**MISCELLANEOUS COSTS**					
588	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81	
589	Bits Timing	Per two circuits	**S8FXS**	$3.58	$698.82	
590	**VIRTUAL FRAME OPTIONS**					
591	Standard Equipment Bay	Each	**S8FX2**	$22.19		
592	**CEV, HUT, CABINET**					
593	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64		
594	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77		
595	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77		
596	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33		
597	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63		
598	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19		

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
599	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29		

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
600	**INTERCONNECTION COSTS:**					
601	**ILEC TO CLEC CONNECTION**					
602	Voice Grade Arrangement	100 Copper Pairs	**S8FXC**	$4.94	$1,481.37	
603	Voice Grade Arrangement	100 Shielded Pairs	**S8FXD**	$4.94	$1,481.37	
604	DS1 Arrangement - DCS	28 DS1	**S8FXE**	$297.44	$4,067.27	
605	DS1 Arrangement - DSX	28 DS1	**S8FXF**	$9.79	$1,800.69	
606	DS3 Arrangement - DCS	1 DS3	**S8FXG**	$115.59	$2,635.79	
607	DS3 Arrangement - DSX	1 DS3	**S8FXH**	$7.14	$1,058.10	
608	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8FXJ**	$6.55	$1,996.19	
609	**VIRTUAL TO VIRTUAL CONNECTION**					
610	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90		
611	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49		
612	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35		
613	Route Design		**NRML9**		$463.36	
614	Connection for DS1	Per 28 Circuits	**S8FXL**	$3.34	$930.53	
615	Connection for DS3	Per Circuit	**S8FXM**	$3.26	$706.77	
616	Connection for Optical	Per Cable	**S8FXK**	$3.32	$1,095.09	
617	**PROJECT MANAGEMENT**					
618	**CEV, HUT & CABINET**					
619	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17	
620	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**					
621	**CENTRAL OFFICE TYPE**					
622	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15	
623	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	**NRMHN**		$242.35	
624	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15	
625	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15	
626	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	**NRMJ9**		$242.35	
627	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15	
628	**CEV, HUT & CABINET**					
629	Per Visit	4 Hour Minium - Initial	**NRMJ9**		$242.35	
630	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15	
631	**ADDITIONAL LABOR ELEMENTS**					
632	**TRAINING**					
633	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21	
634	CO Manager	Per 1/2 Hour	**NRME9**		$39.45	
635	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47	
636	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47	
637	**EQUIPMENT EVALUATION COST**					
638	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47	
639	**TEST AND ACCEPTANCE**					
640	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21	
641						
642	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**					
643	**PLANNING**					
644	Planning - Initial	Per Request	**NRFA1**		$9,268.73	
645	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77	
646	**REAL ESTATE**					
647	Land Rental	Per Square Foot	**S8GEN**	$0.44		
648	**POWER PROVISIONING**					
649	**Power Cable and Infrastructure:**					
650	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	**NONE**			
651	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	**NONE**			
652	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	**NONE**			
653	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	**NONE**			
654	**AC Service:**					
655	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00	
656	AC Usage	Per KWH	**S8GEO**	$0.05		

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
657	**DC POWER AMPERAGE CHARGE**					
658	Per Amp	Per Amp	**S8GCR**	$10.61		
659	**FIBER CABLE PLACEMENT**					
660	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8GF4**	$2.13	$488.48	
661	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55		
662	**CABLE RACK**					
663	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22	
664	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63		
665	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63		
666	**CONDUIT PLACEMENT**					
667	DC Power Cable Rack	Per Rack	**S8GES**		$7,386.71	
668	Fiber Cable Rack	Per Rack	**S8GET**		$4,711.89	
669	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GEU**		$5,545.50	
670	**INTERCONNECTION COSTS:**					
671	**ILEC TO CLEC CONNECTION**					
672	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3G**	$3.86	$156.02	
673	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWW**	$3.86	$156.02	
674	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2L**	$295.42	$3,105.79	
675	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2R**	$6.07	$486.89	
676	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F23**	$115.30	$1,809.40	
677	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F27**	$5.69	$116.67	
678	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F3N**	$3.76	$495.49	
679						
680	**SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**					
681	**PLANNING**					
682	Planning - Initial	Per Request	**NRFA1**		$9,268.73	
683	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77	
684	**REAL ESTATE**					
685	Land Rental	Per Square Foot	**S8GEN**	$0.44		
686	**POWER PROVISIONING**					
687	**Power Cable and Infrastructure:**					
688	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC4**	$13.84	$7,853.86	
689	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	**S8GC5**	$13.84	$14,584.00	
690	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	**S8GC6**	$13.84	$20,338.00	
691	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	**S8GC7**	$13.84	$28,143.00	
692	**AC Service:**					
693	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00	
694	AC Usage	Per KWH	**S8GEO**	$0.05		
695	**DC POWER AMPERAGE CHARGE**					
696	Per Amp	Per Amp	**S8GCR**	$10.61		
697	**FIBER CABLE PLACEMENT**					
698	Fiber Installation	Per Fiber Cable Sheath	**S8GDF**	$2.13	$976.96	
699	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55		
700	**CABLE RACK**					
701	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22	
702	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63		
703	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63		
704	**CONDUIT PLACEMENT**					
705	DC Power Cable Rack	Per 2-Duct	**S8GES**		$7,386.71	
706	Fiber Cable Rack	Per 1-Duct	**S8GET**		$4,711.89	
707	Interconnection Arrangement (Copper) Racking	Per 2-Duct	**S8GEU**		$5,545.50	
708	**INTERCONNECTION COSTS:**					
709	**ILEC TO CLEC CONNECTION**					
710	Voice Grade Arrangement	100 Copper Pairs	**S8GEA**	$6.19	$1,371.93	
711	Voice Grade Arrangement	100 Shielded Pairs	**S8GEB**	$6.19	$1,371.93	
712	DS1 Arrangement - DCS	28 DS1	**S8GDN**	$439.98	$2,341.45	
713	DS1 Arrangement - DSX	28 DS1	**S8GDS**	$35.04	$2,341.45	
714	DS3 Arrangement - DCS	1 DS3	**S8GDY**	$242.36	$598.33	
715	DS3 Arrangement - DSX	1 DS3	**S8GD3**	$12.36	$598.33	
716	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	**S8GEG**	$8.25	$3,751.22	
717						

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

	A	B	C	D	E	F
1	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**	**Current Non-Recurring Rate (Additional)**
718	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**					
719	**PLANNING**					
720	Planning	Per Request	**NRFA3**		$1,254.32	
721	**CONDUIT**					
722	Conduit Space	Per Innerduct	**S8GEW**	$1.17		
723	**INTERCONNECTION COSTS:**					
724	**ILEC TO CLEC CONNECTION**					
725	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF5**	$311.43		
726	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	**S8GF6**	$439.96		
727	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	**S8GF7**	$35.03		
728	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF8**	$311.43		
729	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF9**	$9.02		
730						
731	**SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**					
732	**PLANNING**					
733	Planning	Per Request	**NRFA3**		$1,254.32	
734	**CONDUIT**					
735	Conduit Space	Per Innerduct	**S8GEW**	$1.17		
736	**INTERCONNECTION COSTS:**					
737	**ILEC TO CLEC CONNECTION**					
738	Voice Grade/DS0 Arrangement	900 DS0	**S8GEC**	$311.43	$485.31	
739	DS1 Arrangement - DCS	28 DS1	**S8GDO**	$439.96	$1,830.99	
740	DS1 Arrangement - DSX	28 DS1	**S8GDT**	$35.03	$1,830.99	
741	DS1 Arrangement - MDF	450 DS1	**S8GDU**	$311.43	$485.31	
742	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEH**	$9.02	$3,370.20	

APPENDIX
VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. GENERAL DESCRIPTION

1.1 This Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to **SBC-13STATE** for the transmission and routing of telephone exchange service and exchange access pursuant to 47 U.S.C. § 251 (c)(2), and for access to **SBC-13STATE**'s Lawful Unbundled Network Elements ("Lawful UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.

1.2 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which CLEC will obtain Virtual Collocation from **SBC-13STATE** pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Virtual Collocation directly from any **SBC-13STATE** tariff, and agree not to so purchase or attempt to so purchase from any **SBC-13STATE** tariff that provides for 251(c)(6) Virtual Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to enforce the foregoing (including if **SBC-13STATE** fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to CLEC or any of its affiliated entities) 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. At its option, **SBC-13STATE** may either reject any application or order for 251(c)(6) Virtual Collocation submitted under tariff, or without the need for any further contact with or consent from CLEC, **SBC-13STATE** may process any order for any 251(c)(6) Virtual Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Virtual Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

1.3 Upon request from a Collocator, **SBC-13STATE** will provide one of the following maintenance alternates for its Virtual Collocation offering:

1.3.1 In all of **SBC-13STATE**'s premises, **SBC-13STATE** will offer Virtual Collocation wherein **SBC-13STATE**maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 18 of this Appendix.

1.3.2 In Controlled Environmental Vault (CEVs), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Section 14 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. **SBC-13STATE** may at its option, elect to offer this maintenance alternative in one or more of its central offices, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available. As described in Section 14, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that **SBC-13STATE** may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 14 is null and void and all Virtual Collocation will be maintained as described in Section 1. above.

1.4 Virtual Collocation in the Central Office is available for interconnection with **SBC-13STATE** for the transmission and routing of Telephone Exchange Service and Exchange Access as well as **SBC-13STATE**-provided Lawful UNEs. Virtual Collocation in CEVs, Huts and Cabinets is available for interconnection with **SBC-13STATE**-provided UNEs.

1.5 Rates for the individual Lawful UNEs to the Collocator wants to gain access to using Virtual Collocation can be found in the Collocator's Agreement with **SBC-13STATE**.

1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to **SBC-13STATE** within **SBC-13STATE**'s Central Offices is contained in 19.36.1. (Rate Elements for **SBC-13STATE** Central Offices). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to **SBC-13STATE** within **SBC-13STATE**'s CEVs, Huts and Cabinets is contained in 19.36.2 (Rate Elements for **SBC-13STATE** CEVs, Huts and Cabinets).

1.7 The rate elements provided in this Appendix are required when Collocator uses Virtual Collocation equipment to access Lawful UNEs. Virtually collocated equipment is available as follows:

1.7.1 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below in 10.9.1 and the equipment conforming to industry safety standards as described in **SBC-13STATE**'s Technical Publication https://clec.sbc.com/clec.

1.7.2 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to **SBC-13STATE** under 47.U.S.C. § 251(c)(2) or for accessing **SBC-13STATE**'s Lawful UNEs under 47.U.S.C. § 251(c)(3) of the FTA 96. For purposes of this Section, "necessary" shall have the meaning set forth in the Act and any rules promulgated thereunder, and any applicable state law (provided it is necessary to further competition in the provision of telephone exchange service or exchange access and is not inconsistent with Section 251 or the FCC's regulations to implement Section 251).

1.7.3 Nothing herein shall require **SBC-13STATE** to permit collocations of equipment used solely for switching or solely to provide enhanced services

1.7.4 In addition, **SBC-13STATE** voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(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 Collocator premises shall be considered network terminating equipment."

1.7.5 Multifunctional Equipment is deemed necessary for interconnection or access to SBC-13STATE UNEs if the primary purpose and function of the equipment, as Collocator seeks to deploy it, falls within the definitions of "necessary" provided in Section 9.1.1 above. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more SBC-13STATE UNEs, there must be a logical nexus between the additional functions the equipment would perform and the telecommunications services Collocator seeks to provide to its customers by means of the interconnection or SBC-13STATE UNE(s). The collocation of those functions of the equipment that, as stand-alone functions, do not fall within the definitions of "necessary" provided in Section 9.1.1 above must not cause the equipment to significantly increase the burden on the Eligible Structure.

1.7.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Lawful UNEs" and (2) additional functions that are not "necessary" for these purposes.

1.7.7 **SBC-13STATE** voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays,

and other ancillary equipment on a non-discriminatory basis only if **SBC-13STATE** and Collocator mutually agree to such placement, in **SBC-13STATE**'s premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

1.7.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), **SBC-13STATE** voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an **SBC-13STATE** Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in **SBC-13STATE** or (2) requested by Collocator and accepted by **SBC-13STATE** on the same basis as under the FCC's original, pre-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 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 deems such arrangements to be discriminatory vis-à-vis other carriers.

1.7.9 All types of network equipment placed in **SBC-13STATE** network equipment areas of Eligible Structures by **SBC-13STATE** or Collocator must meet **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) 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. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including **SBC-13STATE** and its contractors when engineering and installing equipment.

1.7.10 In the event that **SBC-13STATE** denied Collocation of Collocator's equipment, citing 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 which **SBC-13STATE** locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such Company equipment met or exceeded the same Safety Standards for which Collocator's equipment was denied.

1.7.11 In the event **SBC-13STATE** believes that collocated equipment is not necessary for interconnection or access to Lawful UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment already improperly was collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

1.7.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to **SBC-13STATE**'s personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure

in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 1.9.3 of this Appendix.

1.8 A Collocator may arrange for an approved vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix, If **SBC-13STATE** chooses to have its personnel present when the CLEC equipment is installed, then **SBC-13STATE**'s presence will be at its own expense. However, if **SBC-13STATE** demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, the CLEC is responsible for the quantifiable expense incurred by **SBC-13STATE**.

1.9 Federal Telecommunications Act of 1996

1.9.1 **SBC-13STATE** provides Virtual Collocation for interconnection to **SBC-13STATE** for the transmission and routing of Telephone Exchange Service and Exchange Access and for access to **SBC-13STATE**'s Lawful UNEs pursuant to 47 U.S.C. § 251(c).

1.9.3 In addition, the following terms and conditions contained in **SBC-13STATE**'s Physical Collocation Appendix shall apply to Virtual Collocation arrangements provided under this Appendix, and are incorporated herein by reference: Section 2-Definitions, Section 3-Limitation of Liability and Force Majeure Events, Section 4.2- Contact Numbers, Section 4.3 -Trouble Status Reports, Section 4.5-Casualty Loss, Section 5.1- Certification, Section 5.5-Hazardous Waste & Materials, Section 5.6-Safety, Section 6.5-Cancellation Prior to Due Date, Section 6.6-Billing, Section 6.7- Late Payment Charge, Section 6.8- Allowance for Interruptions, Section 9.4-Threat to Personnel, Network, or Facilities, Section 9.5-Interference or Impairment, Section .9.7-Alterations, Section 11-Re-entry.

1.10. Pursuant to 47CFR 51.323 f(5) **SBC-13STATE** shall relinquish any space held for future use before denying Collocator's request for Virtual Collocation on grounds of space limitations, unless **SBC-13STATE** proves to the state commission that virtual collocation at that point is not technically feasible.

2. DEFINITIONS

2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

2.2 **Active Collocation Space –** Denotes the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.

2.3 **Adjacent Off-site Arrangement –** An Interconnection Arrangement that is available when Physical Collocation Space within an SBC-13STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent (On-Site) space is not within 50 sq. ft. of the Eligible Structure's outside perimeter wall. The Collocator has the option and SBC 13STATE shall permit an Adjacent Off-site Arrangement, to the extent technically feasible and when the Collocator's site is located on a property that is contiguous to or within one standard city block of SBC-13STATE's Eligible Structure.

2.4 **Adjacent Structure -** A Collocator-provided structure placed on **SBC-13STATE** property (Adjacent On-site) 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.

2.5 **Augment -** A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.

2.6 **Custom Work Charge –** Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage).

2.7 **Day –** For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.

2.8 **Dedicated Space -** Denotes the space dedicated for the Collocator's Physical Collocation arrangement located in **SBC-13STATE** Eligible Structure.

2.9 **Eligible Structure -** Eligible Structure refers to **SBC-13STATE**'s Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by **SBC-13STATE** that house its network facilities, and all structures that house **SBC-13STATE**'s facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

2.10 **Infrastructure Systems -** The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.

2.11 **Legitimately Exhausted –** Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before **SBC-13STATE** may make a determination that space in an Eligible Structure is legitimately exhausted, **SBC-13STATE** must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in **SBC-13STATE**'s response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2 of this Appendix. In making this determination, **SBC-13STATE** may reserve space for transport equipment for current year plus two years. Additionally, **SBC-13STATE** may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of **SBC-13STATE** or for future use by **SBC-13STATE** or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. **SBC-13STATE** may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS)) up to anticipated Collocator growth over a 10-year life expectancy of the ultimate footprint of the equipment.

2.12 **Other (Inactive) Collocation Space -** Denotes the space within the Central Office that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within Central Offices only; other Eligible Structures such as CEVs, huts, and vaults are considered Active Collocation Space for purposes of this Appendix.

2.13 **Preparation Charges -** Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.

2.14 **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. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.

2.15 **Telecommunications Infrastructure Space –** Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to Lawful UNEs of **SBC-13STATE**'s network.

3. PROVISIONING

3.1 Virtual collocation for Interconnection to **SBC-13STATE** or access to **SBC-13STATE**-provided Lawful UNEs is ordered pursuant to this Appendix and as set forth in **SBC-13STATE**'s Interconnector's Collocation Services Handbook at https://clec.sbc.com/clec for Virtual Collocation in 13-STATES. **SBC-13STATE** will designate the location or locations within its wire centers, CEVs, Huts and Cabinets 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 Collocator.

3.2 **SBC-13STATE** will provide Virtual Collocation for comparable equipment as it provides to itself in the Central Office, wire center, CEV, hut or Cabinet, as the case may be.

4. COLLOCATOR RESPONSIBILITIES

4.1 The customer will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to **SBC-13STATE**'s Lawful UNEs. The customer will, at its expense, provide the following:

4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),

4.1.2 All unique tools and test equipment,

4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,

4.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment,

4.1.5 All training as described in Section 12.4.16

4.2 The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, 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. Suitable replacements are to be immediately provided to **SBC-13STATE** to restore equipment.

4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to **SBC-13STATE** central office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

4.4 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 4.4.6 of this Appendix.

4.4.1 Once when beginning the initial equipment installation.

4.4.2 Once during the middle of the equipment installation.

4.4..3 Once at turn-up completion of such equipment installation.

4.4.4 Two (2) general visit per calendar year.

4.4.5 Additional mutually agreed upon visits, as needed. (Examples: Acceptance of Virtual Collocation Space and the purpose of performing a quality inspection on the installed equipment completed by the Collocator's **SBC-13STATE** Approved Vendor prior to turn-up, and to address engineering complaints.)

4.4.6 These visits must be arranged four (4) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section X, "Mean Time to Respond Interval".

5. COOPERATIVE RESPONSIBILITIES

5.1 **SBC-13STATE** will work cooperatively with the Collocator to develop implementation plans including timelines associated with:

5.1.1 Placement of Collocator's fiber into the central office vault,

5.1.2 Location and completion of all splicing,

5.1.3 Completion of installation of equipment and facilities,

5.1.4 Removal of above facilities and equipment,

5.1.5 To the extent known, the Collocator can provide forecasted information to **SBC-13STATE** on anticipated additional Virtual Collocation requirements,

5.1.6 To the extent known, the Collocator is encouraged to provide **SBC-13STATE** with a listing of the equipment types that they plan to virtually collocate in **SBC-13STATE**'s Central Offices or CEVs, Huts and Cabinets. This cooperative effort will insure that **SBC-13STATE** personnel are properly trained on Collocator equipment.

6. INTERVALS AND PROVISIONING

6.1 Quote Intervals

6.1.1 Upon receipt of the Collocator's application and initial Planning Fee payment, **SBC-13STATE** will begin development of the quotation. **SBC-13STATE** will notify the Collocator as to whether its request for a Virtual Collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.

6.1.2 In responding to an application request, **SBC-13STATE** shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.

6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of Virtual Collocation interconnection:

Number of Applications By One Collocator Within a Metering Area	Quotations Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

6.1.4 Should the Collocator submit twenty-one (21) or more applications, within a metering area, within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

6.1.5 A Collocator may obtain a shorter quote interval by scheduling a meeting with **SBC-13STATE** at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.

6.1.6 Once **SBC-13STATE** has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential interconnector in writing with a cover letter. The interconnector has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty (50%) of all the applicable nonrecurring charges.

6.1.7 If the interconnector fails to respond within the forty-five (45) calendar day interval, should the interconnector decide at a later time to proceed with Virtual Collocation, a new application and Planning Fee will be required.

6.2 Implementation Intervals

6.2.1 A Virtual Collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, **SBC-13STATE** will allow the Collocator's vendor to begin equipment installation no later than ninety (90) calendar days from acceptance of the quotation. The Virtual Collocation interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Virtual Collocation area.

6.2.2 The construction intervals for Virtual Collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar days. These same construction intervals apply for Virtual Collocation in Eligible Structures such as CEVs (Vaults), Huts and Cabinets.

6.2.3 When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Table 2-1

Type	Description	Interval	Exception
Virtual	Active Collocation space	90 calendar days	With **SBC-13STATE** installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar days	With CLEC installation of bays/racks/frames

6.2.4 Where space is not suitable for central office equipment (e.g., it is not Active collocation space), **SBC-13STATE** shall have an additional thirty (30) calendar days to prepare the space. Virtual collocation space is not reserved until the quotation is accepted.

6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, **SBC-13STATE** will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The Virtual Collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. **SBC-13STATE** will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where **SBC-13STATE** will be installing all or some of the bays. **SBC-13STATE** considers power to be available if sufficient power plant capacity exists, the BDFB (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or BDFB exists.

6.2.6 If a completion date outside the time period required herein is not agreed to by the parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either party to the appropriate Commission for determination.

6.2.7 Test and Acceptance

6.2.7..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.

6.2.7.2 Prior to Collocator's installation vendor powering up equipment, and after the frame connections and equipment has been installed, Collocator may schedule a pre-performance quality inspection visit with the LOC as specified in Section 11 MTRI. Pursuant to 1.23, the Collocator is responsible for inspecting the installation to assure compliance with technical publication specifications. This visit shall be scheduled to take place within four (4) business days after Collocator's request and shall take no longer than eight (8) hours. Should Collocator determine during the inspection that the installation is not compliant with specifications, Collocator may schedule an additional inspection after corrective work has been performed. As needed, Collocator shall be responsible for coordination with its **SBC-13STATE** Approved Vendor to be at the site for the inspection, acceptance testing and, when necessary, corrective work.

6.2.7.3. 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.

6.2.7.4 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 inspection after corrective work has been performed.

6.2.8. 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 job requested along with the 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 Collocator and/or vendor to provide floor plans of space and the document the preliminary route design for the placements and measurements of interconnection and power cabling.

6.3 Installation of Virtual Collocation Equipment

6.3.1 **SBC-13STATE** does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.

6.3.2 **SBC-13STATE** will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.

6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the Collocator and engineered and installed by an approved SBC-13SSTATE vendor for the Collocator. The Collocator will have the authority to select approved installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.

6.3.4 The Collocator and **SBC-13STATE** must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, **SBC-13STATE** will cooperatively test the collocated equipment and facilities with the Collocator.

6.3.5 **SBC-13STATE** will provide TIRKS and/or SWITCH Cable Facilities Assignments (CFA) of actual point of termination/connection facilities assignment (APOT/CFA) to the CLECs by date of the collocation space turnover. This information is used to request access and line sharing services. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

6.4 Revisions

6.4.1 All Revisions to an initial request for a Virtual Collocation arrangement submitted by the Collocator must be in writing via a new application form.

6.4.1.1 Major Revisions include:

- adding telecommunications equipment that requires additional electrical power
- accelerating the project schedule
- adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.

6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.

6.4.1.2 Minor Revisions include:

- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
- adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
- adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system

6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.

6.4.1.2.2 This list is not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by **SBC-13STATE** to determine whether the revision is major or minor.

6.5 Augments

6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to **SBC-13STATE** Collocation Service Center (CSC) indicating in Section 3 of the application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

6.5.2 **SBC-13STATE** will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments, This interval shall not be greater than an applicable interval offered on an initial application.

7. EQUIPMENT PROVISIONING

7.1 The Collocator will arrange to deliver to **SBC-13STATE** central office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.

7.2 For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.

7.3 **SBC-13STATE** does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

8. REPAIR OF EQUIPMENT

8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and central office terminating equipment will be repaired only upon the request of the customer. In an emergency, **SBC-13STATE** may perform necessary repairs without prior notification. The labor rates specified in Section 14.4.17 apply to **SBC-13STATE** central offices and **SBC-13STATE** CEVs, Huts and Cabinets and are applicable for all repairs performed by **SBC-13STATE** on the Collocator's facilities and equipment.

8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide **SBC-13STATE** with the location and identification of the equipment and a detailed description of the trouble.

8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, **SBC-13STATE** will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

8.4 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.

8.5 Upon mutual agreement, when service affecting reports cannot be restored and it is determined support is necessary, the Collocator and/or its **SBC-13STATE** Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. 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. If the Collocator's **SBC-13STATE** Approved Vendor has a current existing Installation Agreement (IA) in a central office, then escort charges for the Vendor will not apply.

9. MAINTENANCE OF EQUIPMENT

9.1 The Collocator will request any and all maintenance by **SBC-13STATE** on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the

Collocator must provide **SBC-13STATE** with the location and identification of the equipment and a detailed description of the maintenance requested.

9.2 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, **SBC-13STATE** will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

9.3 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.

9.4 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.

9.5 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 Collocator, its Manufacturer or Collocator's **SBC-13STATE** Approved Vendor to perform the necessary work and escort charges will apply. For service affecting problems covered by the Manufacturer's warranty, **SBC-13STATE** shall perform repairs as described in Section 8 of this Appendix.

10. ALARM COLLECTION

10.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.

10.2 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.

11. MEAN TIME RESPONSE INTERVAL (MTRI)

11.1 **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:

11.1.1 **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:

11.1.1.1 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.

11.1.1.2 Telemetry problems causing the loss of surveillance.

11.1.1.3 Remote access to the virtually collocated equipment.

11.1.2 **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:

11.1.2.1 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.

11.1.3 **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:

11.1.3.1 Minor reports that have been determined not to be an immediate threat to customer service.

11.1.4 **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:

11.1.4.1 Installation of plug-ins or circuit packs, routine maintenance, etc. 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.

11.2 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.

12. TERMINATION OF VIRTUAL COLLOCATION

12.1 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with **SBC-13STATE** to remove the Collocator's equipment and facilities from **SBC-13STATE**'s 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. 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) business days after termination of the Virtual Collocation arrangement, unless a different time period is mutually agreed upon. **SBC-13STATE** shall be responsible for exercising reasonable caution when removing virtually collocated equipment. **SBC-13STATE** will only be responsible for damage done to such equipment caused by gross negligence on the part of **SBC-13STATE** or its contractors during the removal process. However, Collocator will indemnify and hold **SBC-13STATE** harmless for any damage done to virtually collocated equipment if **SBC-13STATE** permits the Collocator to hire a contractor approved by **SBC-13STATE** to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by **SBC-13STATE** and stored in a non-Company location, at the expense of the Collocator. Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days, **SBC-13STATE** may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. **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 that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

13. RATE REGULATIONS

13.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to **SBC-13STATE** under section 251(c)(2) and for access to **SBC-13STATE**-provided Lawful UNEs under 251(c)(3), when the Collocator provides the equipment.

13.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates. Additionally, charges may be generated on an Individual Case Basis (ICB) for requirements based on requests from the Collocator that are beyond the terms, conditions and rates established in this Appendix, if technically feasible.

13.3 Rates and charges specific to Virtual Collocation for interconnection with **SBC-13STATE** for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to **SBC-13STATE**-provided Lawful UNEs under 251(c)(3) in **SBC-13STATE**'s Central Offices are set forth on Atttachment 2 (Rates and Charges for **SBC-13STATE** Central Offices). Rates and charges specific to Virtual Collocation for access to **SBC-13STATE**-provided Lawful UNEs in **SBC-13STATE** CEVs, Huts and Cabinets are set forth on the Collocation Rate Summary of this Appendix (Rates and Charges for **SBC-13STATE** CEVs, Huts and Cabinets).

13.4 Rate Elements for **SBC-13STATE** Central Offices

Consistent with provisions in Section 6 of this Appendix, the following provides a list of the specific rate elements for Virtual Collocation for interconnection with **SBC-13STATE** for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to **SBC-13STATE**'s provided Lawful UNEs to be used in conjunction with Virtual Collocation in **SBC-13STATE**'s Central Offices.

13.4.1 Planning Fee

13.4.1.1 The Planning Fee recovers **SBC-13STATE** costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a Virtual Collocation arrangement. The Planning Fee also provides for **SBC-13STATE** personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a Virtual Collocation arrangement or the addition of cable. The subsequent planning charge will apply to any additional interconnection or power arrangements.

13.4.2 Floor Space

12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in **SBC-13STATE**'s Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary of this Appendix.

13.4.3 Relay Rack (Optional)

13.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by **SBC-13STATE** expressed as a monthly rate. **SBC-13STATE**'s Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by **SBC-13STATE** and the Collocator or among Collocators, the floor space and

relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by the Collocator, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary of this Appendix.

13.4.4 Common Systems Materials

12.4.4.1 This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above the equipment bays. Charges for the sub-elements are specified on the Collocation Rate Summary. The common systems sub-element is distinct for standard and non-standard. In those cases where common systems materials for an individual relay rack and associated floor space are shared with the Collocator or among Collocators, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

13.4.5 Real Estate

13.4..5.1 These rate elements provide for SBC-!3STATE to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

13.4.5.2 Site Conditioning

12.4.5.3.1 Permits **SBC-13STATE** to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary of this Appendix.

13.4.5.3 Safety and Security

12.4.5.4.1 Permits **SBC-13STATE** to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary of this Appendix.

13.4.6 Entrance Fiber Optic Arrangement

13.4.6.1 This sub-element provides for **SBC-13STATE** pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and Fiber Distribution Frame (FDF). (Note: Virtually Collocated Equipment may also be connected to dedicated transport facilities provided as Lawful UNEs in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary of this Appendix.

13.4.6.2 Entrance Conduit, per sheath

12.4.6.2.1 This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified on the Collocation Rate Summary of this Appendix.

13.4.7 DC Power Arrangement Provisioning

13.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-20 AMP, 2-30 AMP, 2-40 AMP or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at the Collocator's equipment bay are provided by the

Collocator . In the event that a Collocator requires a power arrangement that exceeds 50 AMPS form a single source, **SBC-13STATE** will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on list 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

13.4.8 DC Power Amperage Charge

13.4.8.1 DC Power per AMP

13.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads and SBC will provision two (2) twenty (20) AMP DC power leads (for a combined total of forty (40) AMPs),but SBC shall only bill CLEC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPs. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

13.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

13.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

13.4.8.3 Ground Cable Arrangement

13.4.8.3.1 The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified on the Collocation Rate Summary of this Appendix.

13.4.9 DS0 Voice Grade Interconnection Cable Arrangement

13.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) Non-Shielded or Shielded between **SBC-13STATE**'s Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary of this Appendix.

13.4.10 DS-1 Interconnection Cable Arrangement to Digital Connect System (DCS)

13.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between **SBC-13STATE**'s Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

13.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

13.4.11 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

13.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between **SBC-13STATE**'s Digital System Cross-Connect Frame (DSX)

functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

13.4.12 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

13.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between **SBC-13STATE**'s Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

13.4.13 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

13.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between **SBC-13STATE**'s Digital System Cross-Connect Frame (DSX) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

13.4.14 Fiber Interconnection Cable Arrangement

13.4.14.1 This sub-element provides for the cost associated with providing 12 fiber pairs between **SBC-13STATE**'s FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

13.4.15 Timing Source Arrangement (Optional)

13.4.15.1 SBC**-13STATE** provided single signal from **SBC-13STATE**'s timing source to provide synchronization between a Collocator's single network element and **SBC-13STATE**'s equipment expressed as a recurring and non-recurring rate. Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

13.4.16 Training

13.4.16.1 **SBC-13STATE** is responsible for determining when training is necessary and how many of **SBC-13STATE**s' employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for Virtual Collocation. **SBC-13STATE** will be limited to request training for four (4) of **SBC-13STATE**'s personnel per location, unless a different number is mutually agreed upon by **SBC-13STATE** and Collocator.

13.4.16.2 The Collocator may have **SBC-13STATE** arrange for the required training of **SBC-13STATE**'s personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary of this Appendix .

13.4.16.3 If **SBC-13STATE** chooses not to coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator to:

12.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and

13.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for **SBC-13STATE** employee training.

13.4.16.3.3 arrange and pay all costs associated with **SBC-13STATE** employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for **SBC-13STATE** employee training.

13.4.16.4 **SBC-13STATE** will work cooperatively with the Collocator to schedule **SBC-13STATE**'s personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for **SBC-13STATE**'s personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in the Collocation Rate Summary of this Appendix will be assessed to the Collocator.

13.4.17 Maintenance and Repair Labor Rates

13.4.17.1 Maintenance of Equipment

13.4.17.1.1 This rate element is a labor rate charged by **SBC-13STATE** to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

13.4.17.1.2 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary of this Appendix**.**

13.4.17.2 Repair of Equipment

13.4.17.2.1 This rate element is a labor rate charged by **SBC-13STATE** to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

13.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

13.4.17.2.3 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary of this Appendix**.**

13.4.18 Collocation-to-Collocation Connection

This rate element includes virtual-to-virtual, and virtual-to-physical connection options.

13.4.18.1 Fiber Cable (12 Fiber Pair)

13.4.18.1.1 This sub-element provides for direct cabling using fiber cable (12 fibers pairs) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring

charge and a monthly rate and these charges are specified on the Collocation Rate Summary of this Appendix.

13.4.18.2 Copper Cable (28 DS1s)

12.4.18.2.1 This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary of this Appendix.

13.4.18.3 Coax Cable (1 DS3)

12.4.18.3.1 This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified the Collocation Rate Summary of this Appendix.

13.4.18.4 Cable Racking and Hole

12.4.18.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary of this Appendix.

13.4.18.5 Route Design

12.4.18.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary of this Appendix.

13.4.19 Equipment Evaluation Cost

12.4.19.1 This rate element is a labor rate charged by **SBC-13STATE** to the Collocator for evaluating the Collocator's equipment when not meeting Level 1 Safety requirements as set forth in Telcordia Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary of this Appendix.

13.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by **SBC-13STATE** to the Collocator for cooperative assisting the Collocator's approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary of this Appendix.

13.5 Rate Elements for **SBC-13STATE**'s CEVs, Huts and Cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to **SBC-13STATE**'s provided Lawful UNEs in **SBC-13STATE**'s CEVs, Huts and Cabinets.

13.5.1 Entrance Cable Fiber

13.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the eligible structure, routing, securing and preparing the end for splicing or termination.

13.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary of this Appendix.

13.5.2 Entrance Conduit

13.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between **SBC-13STATE** CEV, Hut, or Cabinet and the Collocator structure. Rates and charges are as found on Attachment 3 (B)

13.5.3 DC Power Consumption

13.5.3.1 This sub-element provides for the use of power in the Hut, CEV, or cabinet based on the amount of mounting space that is used by the Collocator as measured in 2-inch increments. Charges for this sub-element are expressed as a recurring charge and can be found on the Collocation Rate Summary of this Appendix.

13.5.4 24-Foot CEV

13.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary of this Appendix.

13.5.5 16-Foot CEV

13.5.5.1 This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary of this Appendix.

13.5.6 Maxi-Hut

13.2.6.1 This sub-element provides for the use of mounting space within a Maxi-Hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary of this Appendix.

13.5.7 Mini-Hut

13.5.7.1 This sub-element provides for the use of mounting space within a Mini-Hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary of this Appendix.

13.5.8 Large Cabinet

13.5.8.1 This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary of this Appendix.

13.5.9 Medium Cabinet

13.5.9.1 This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary of this Appendix.

13.5.10 Small Cabinet

13.5.10.1 This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary of this Appendix.

13.5.11 Project Coordination Fee

13.5.11.1 The project coordination fee provides for **SBC-13STATE** personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary of this Appendix.

14. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

14.1 Virtual collocation wherein the Collocator maintains and repairs the virtually collocated equipment.

14.2 For purposes of virtually collocating equipment, **SBC-13STATE** shall determine which Eligible Structures require access to CEVs, Huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to **SBC-13STATE** and other Collocators.

14.3 After Collocator has been provided with written notification by **SBC-13STATE** that access to CEVs, Huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocator may not enter an Eligible Structures without obtaining undated copies of drawings, schematics, or other engineering documents. Upon request, **SBC-13STATE** shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, **SBC-13STATE** shall not prevent the Collocator from entering the Eligible Structure. If **SBC-13STATE** does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, **SBC-13STATE** shall deliver the requested documents to Collocator immediately upon locating same.

14.4 **SBC-13STATE** will provide a security escort with the Collocator paying the expense for the escort. **SBC-13STATE** will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the parties, at the time of notice. In the event the FCC determines that **SBC-13STATE** may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 1.12 of this Appendix is null and void, and all Virtual Collocation will be maintained by **SBC-13STATE** as described in Section 1.3 of this Appendix.

14.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide **SBC-13STATE** with reasonable notice of the entry. Notice will be provided to **SBC-13STATE**'s Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocator providing notice to **SBC-13STATE**'s Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.

14.6 The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of **SBC-13STATE** security standards. Disciplinary procedures shall be established in accordance with Section 38.3 to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of **SBC-13STATE** or other Collocators in jeopardy.

14.7 **SBC-13STATE** may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.

14.8 **SBC-13STATE** shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by **SBC-13STATE**'s equipment suppliers with equivalent access.

14.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

15. OBLIGATIONS OF THE COLLOCATOR

15.1 Indemnification of **SBC-13STATE**

15.1.1 Except as otherwise provided, the indemnity provisions of the Agreement between **SBC-13STATE** and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement between **SBC-13STATE** and Collocator. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.

15.1.2 Collocator 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 Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix 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 negligence or willful or intentional misconduct of **SBC-13STATE** or its employees. The provisions in this Section are reciprocal and applicable also to **SBC-13STATE**.

15.1.3 **SBC-13STATE** shall make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to the Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep **SBC-13STATE** and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford **SBC-13STATE** and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

15.2 Insurance

The Collocator agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

15.2.1 Workers' Compensation insurance with benefits afforded under the laws of the State of 13-STATE 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.

15.2.2 Commercial General Liability insurance with minimum limits of: $2,000,000 General Aggregate limit; $1,000,000 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; $2,000,000 Products/Completed Operations Aggregate limit, with a $1,000,000 each occurrence sub-limit for Products/Completed Operations.

15.2.2.1 Fire Legal Liability sub-limits of $300,000 are required for lease agreements. **SBC-13STATE** will be named as an Additional Insured on the Commercial General Liability policy.

15.2.3 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. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure.

15.2.4 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 casualty 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.

15.2.5 **SBC-13STATE** requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

15.2.6 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to **SBC-13STATE** as well. If a certificate is not received, **SBC-13STATE** will notify the Collocator and the Collocator will have five (5) business days to cure the deficiency.

15.2.7 If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes **SBC-13STATE**, and **SBC-13STATE** may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. **SBC-13STATE** will invoice Collocator for the costs incurred to so acquire insurance.

15.2.8 The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

15.2.9 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

15.2.10 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements described above shall immediately apply.

15.3 Conduct While in **SBC-13STATE** Eligible Structures

15.3.1 Collocator and **SBC-13STATE** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of **SBC-13STATE** for

certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of the Collocator 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 Collocator 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 property of **SBC-13STATE**:

14.3.1.1 Theft or destruction of **SBC-13STATE**'s or Collocator's property;

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

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

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

14.3.1.5 Permitting unauthorized persons access to **SBC-13STATE** or Collocator's equipment on **SBC-13STATE**'s property; and

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

15.3.2 In addition, 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 at https://clec.sbc.com/clec for Virtual Collocation in 13-STATES, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

15.3.3 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of **SBC-13STATE** security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that **SBC-13STATE**'s own employees and authorized contractors must undergo. **SBC-13STATE** will not, however, require Collocator to receive security training from **SBC-13STATE**, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in **SBC-13STATE**'s Interconnector's Collocation Services Handbook for Virtual Collocation in **SBC-13STATE**s

16. COOPERATIVE RESPONSIBILITIES

16.1 Qualification of Collocator

16.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of **SBC-13STATE**'s security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that **SBC-13STATE**'s own employees and authorized contractors must undergo. **SBC-13STATE** will not, however, require Collocator to receive security training from **SBC-13STATE**, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in **SBC-13STATE**'s Interconnector's Collocation Services Handbook at https://clec.sbc.com/clec for Virtual Collocation in 13-STATES.

17. RATE REGULATIONS

The rate element descriptions and rates and charges included in Section 14 preceding apply to this Virtual Collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

17.1 Rate Elements for **SBC-13STATE**'s Offices

17.1.1 This security escort charge consists of the charges for **SBC-13STATE**-provided security escorts for Collocator Vendor's access to their Virtual Collocation space in staffed and unstaffed

Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

17.2 Rate Element for **SBC-13STATE**'s CEV, HUT, and Cabinets

17.2.1 The security escort charge consists of the charges for **SBC-13STATE** provided security escorts for Collocator Vendor's access to their Virtual Collocation space in CEVs, Huts and Cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are as found on Collocation Rate Summary.

17.3 Application of Rates and Charges

17.3.1 Beginning on and after the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE], the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE], to all existing CLEC collocation arrangements, including those established before the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE]. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

18. CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate their interconnection and power cabling with an **SBC-13STATE** Approved Vendor or when **SBC-13 STATE** does not install the interconnection or power cabling, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 18 following.

18.1 Interconnection Cable

18.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and **SBC-13STATE** Main Distribution Frame (MDF) or its equivalent by **SBC-13STATE** Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 18.2. If Collocator selects this option, **SBC-13STATE** will install and stencil termination blocks or panels at **SBC-13STATE** Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's **SBC-13STATE** Approved Vendor. Intervals and provisioning for this offering are found in Section 18.3.1 through 18.3.5. The Collocator's **SBC-13STATE** Approved Vendor

must obtain an approved Method Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication TP 76300MP for installation of equipment and facilities.

18.2 DC Power Arrangement Provisioning

18.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) by **SBC-13STATE** Approved Power Installation Vendor. When **SBC-13STATE** designated power termination point is at the Power Plant Primary Distribution, the Collocator's **SBC-13STATE** Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

18.2.2 The Collocator must contact **SBC-13STATE** Project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to **SBC-13STATE** Power Plant Primary Distribution, which will be performed by **SBC-13STATE**.

18.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 19.1. Intervals and provisioning for this offering are found in Section 19.3.1 through 19.3.5. The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication TP 76300MP for installation of equipment and facilities.

18.3 Intervals and Provisioning

18.3.1 Implementation Intervals when CLEC hires **SBC-13STATE** Approved Vendor Installs Interconnection and Power Cabling

18.3.1.1 **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. The delivery intervals set forth in this Section 18.3 is for new and augment Virtual Collocation Applications and apply only when **SBC-13STATE** does not install interconnection and power cabling. The terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not cabling related within this Appendix.

18.3.1.2 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 a complete and accurate Virtual Collocation Application from the Collocator. The

Collocator must provide **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 **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. Dedicated space is not reserved until **SBC-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. 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. 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.

Table 1

Number of All Applications submitted by One Collocator per metering region	Overhead Iron/Racking Exists for Virtual Collocation Space Use	Overhead Iron/Racking Does Not Exist for Virtual Collocation Space Use	Additional Power or HVAC is Required for Virtual Collocation Space Use
1 – 10	60 calendar days	80 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	185 calendar days

18.3.1.3 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) 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. The Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

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

18.3.1.5 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.

18.3.2 Payment

18.3.2.1 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. On the day of space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's **SBC-13STATE** Approved Vendor by **SBC-13STATE**. SBC-13STATE will also provide the APOT Cable Facilities Assignments (CFA) records to Collocator and to the Collocator's **SBC-13STATE** Approved Vendor.

18.3.3 Cable Augments

18.3.3.1 The Collocator may request the following items as interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:

17.3.3.1.1 no more than168 DS1 connections and/or

17.3.3.1.2 no more than 48 DS3 connections and/or

17.3.3.1.3 no more than 400 Copper (shielded or nonshielded) cable pair connections and/or

17.3.3.1.4 no more than 12 fiber pair connections

18.3.3.2 This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

18.3.3.3 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.

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

18.3.3.4 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) 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.

18.3.3.5 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a metering area, the delivery intervals

assigned will depend on which variables apply within each Eligible Structure requested:

18.3.3.6 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.

18.3.4 All Other Augments

18.3.4.1 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals. This interval shall not be greater than an applicable interval offered on an initial application.

18.3.5 Walk-Through Visit

18.3.5.1 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 job requested along with the 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 placements and measurements of the interconnection and power cabling.

18.4 Rates Elements for **SBC-13STATE** Central Offices (CDOW)

18.4.1 DC Power Arrangement Provisioning

18.4.1.1 When the Collocator selects the option to install the power cable by **SBC-13STATE** Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary of this Appendix.

18.4.2 DS0 Voice Grade Cable Arrangement

18.4.2.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

18.4.3 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

18.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

18.4.4 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

18.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

18.4.5 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

18.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

18.4.6 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

18.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

18.4.7 Fiber Interconnection Cable Arrangement

18.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

18.4.8 Collocation to Collocation Connection

18.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.

18.4.8.1.1 Fiber Cable (12 Fiber Pair)

18.4.8.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

18.4.8.2.1 Copper Cable

18.4.8.2.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

18.4.8.3.1 Coax Cable

18.4.8.3.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

18.4.8.4.1 Cable Racking and Hole

18.4.8.4.1.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each Virtual Collocation arrangement(s) at an Eligible Structure. This sub-

element is expressed as a monthly rate specified on the Collocation Rate Summary of this Appendix.

18.4.8.5.1 Route Design

18.4.8.5.1.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary of this Appendix.

APPENDIX
PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

SBC-13STATE will provide physical collocation arrangements at the rates, terms and conditions set forth below.

1.1 Process

This Appendix provides for the placing of Collocator telecommunications equipment and facilities on **SBC-13STATE** property for the purposes set forth in Section 1.3, following.

1.2 Scope

Physical collocation provides actual space (hereinafter referred to as Dedicated Space) within **SBC-13STATE** Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from **SBC-13STATE** and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3, following. **SBC-13STATE** will provide caged, shared caged, cageless, and other physical collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, **SBC-13STATE** will permit collocation in Adjacent Structures located on **SBC-13STATE**'s property in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose.

1.3 Purpose

Physical collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing telephone exchange service or exchange access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to **SBC-13STATE**'s Lawful Unbundled Network Elements (Lawful UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act including lawful and effective FCC rules and Asscociated lawful and effective FCC and judicial orders. The terms "telephone exchange service", "exchange access" and "network element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of FTA96, respectively.

1.4 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which telecommunications carrier will obtain physical collocation from **SBC-13STATE** pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, telecommunications carrier and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase physical collocation directly from any **SBC-13STATE** tariff, and agree not to so purchase or attempt to so purchase from any **SBC-13STATE** tariff that provides for 251(c)(6) physical collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to enforce the foregoing (including if **SBC-13STATE** fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) physical collocation under tariff to telecommunications carrier or any of its affiliated entities) 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. At its option, **SBC-13STATE** may either reject any application or order for 251(c)(6) physical collocation submitted under tariff, or without the need for any further contact with or consent from telecommunications carrier, **SBC-13STATE** may process any order for any 251(c)(6) physical collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) physical collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement, or (ii) the submission of the order by telecommunications carrier.

1.4.1. Prospective Effect.

1.4.1.1 Except as may otherwise be provided within this agreement, any Billing Conversion made pursuant to Section 1.4 shall be effective on a prospective basis only, including for non-recurring and recurring charges. The rates implemented via this interconnection agreement shall apply to all existing collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such collocation. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring collocation area modification or application charges.

1.4.1.2 In the event that any order for any 251(c)(6) PHYSICAL COLLOCATION submitted by Collocator is pending as of the Effective Date of this Agreement, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

2. DEFINITIONS

Act – "Act" means the Communications Act of 1934 [47 U.S.C. 153(R0], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 74 U.S.C.

2.1 **Active Collocation Space –** Denotes the space within an Eligible Structure that can be designated for physical collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for physical collocation is considered to be Active Collocation Space.

2.2 **Adjacent Off-site Arrangement –** An Interconnection Arrangement that is available when Physical Collocation Space within an SBC-13STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent (On-Site) space is not within 50 sq. ft. of the Eligible Structure's outside perimeter wall. The Collocator has the option and SBC 13STATE shall permit an Adjacent Off-site Arrangement, to the extent technically feasible and when the Collocator's site is located on a property that is contiguous to or within one standard city block of SBC-13STATE's Eligible Structure.

2.3 **Adjacent Structure -** A Collocator-provided structure placed on **SBC-13STATE** property (Adjacent On-site) 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.

2.4 **Augment -** A request from a Collocator to add equipment and/or cable to an existing physical collocation arrangement.

2.5 **Custom Work Charge –** Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage).

2.6 **Day –** For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.

2.7 **Dedicated Space -** Denotes the space dedicated for the Collocator's physical collocation arrangement located in **SBC-13STATE** Eligible Structure.

2.8 **Eligible Structure -** Eligible Structure refers to **SBC-13STATE**'s central offices and serving wire centers, as well as all buildings or similar structures owned or leased by **SBC-13STATE** that house its network facilities, and all structures that house **SBC-13STATE**'s facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

2.9 **Infrastructure Systems -** The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.

2.10 **Installation Supplier** - Suppliers/vendors that are approved to perform central office installation work for SBC and for CLEC in SBC eligible structures in all collocation footprints areas and/orSBC common areas in the technologies and georgraphical locations for which they are approved SBC.

2.11 **Legitimately Exhausted –** Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied.

2.12 **Other (Inactive) Collocation Space -** Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space for purposes of this Appendix.

2.13 **Preparation Charges -** Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.

2.14 **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. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.

2.15 **Telecommunications Infrastructure Space –** Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to unbundled network elements of **SBC-13STATE**'s network.

3. LIMITATION OF LIABILITY AND FORCE MAJEURE EVENTS

3.1 Limitation of Liability

3.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either **SBC-13STATE** or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

3.1.2 Neither **SBC-13STATE** nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.

3.1.3 Both **SBC-13STATE** and the Collocator shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other ones' services or equipment except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning party's applicable agreements and/or tariffs.

3.1.4 The liability of either **SBC-13STATE** or the Collocator for its willful misconduct or gross negligence is not limited by this Appendix.

3.2 Third Parties

3.2.1 **SBC-13STATE** also may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of the Collocator's; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

3.2.2 In addition to any other applicable limitation, neither **SBC-13STATE** nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving willful actions by either **SBC-13STATE** or the Collocator or its agents or employees.

3.3 Force Majeure Events

3.3.1 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 , but not limited to acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbance s, unusually severe weather conditions, 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 written 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 reasonable and diligent 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.

4. RESPONSIBILITIES OF SBC-13STATE

4.1 Right to Use; Multiple Dedicated Spaces

4.1.1 In accordance with this Appendix, **SBC-13STATE** grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Appendix.

4.2 Contact Numbers

4.2.1 **SBC-13STATE** is responsible for providing the Collocator personnel a contact number for **SBC-13STATE** technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and **SBC-13STATE** will not delay a Collocator's entry into an Eligible Structure.

4.3 Trouble Status Reports

4.3.1 **SBC-13STATE** is responsible for making best efforts to provide prompt verbal notification to the Collocator of significant outages or operations problems which could impact or degrade the

Collocator's network, switches or services, with an estimated clearing time for restoral. In addition, **SBC-13STATE** will provide written notification within twenty-four (24) hours. When trouble has been identified, **SBC-13STATE** is responsible for providing trouble status reports, consistent with Section 5.3, when requested by the Collocator.

4.4 Service Coordination

4.4.1 **SBC-13STATE** is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

4.5 Casualty Loss

4.5.1 Damage to Dedicated Space

4.5.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator's actions, and (1) the Dedicated Space is not rendered untenantable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, **SBC-13STATE** has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or **SBC-13STATE** opts not to rebuild, then **SBC-13STATE** shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, **SBC-13STATE** must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.

4.5.1.2 Any obligation on the part of **SBC-13STATE** to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by **SBC-13STATE**.

4.5.2 Damage to Eligible Structure

4.5.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in **SBC-13STATE**'s opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, **SBC-13STATE**, at its option, may terminate services provided via this Appendix by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

4.6 Construction Notification

4.6.1 **SBC-13STATE** will notify the Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. **SBC-13STATE** will provide such notification to the Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. **SBC-13STATE** will inform the Collocator as soon as practicable by telephone of all emergency-related activities that **SBC-13STATE** or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

4.7 Construction Inspections

4.7.1 During the construction of all forms of physical collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in Section 4.2 of this Appendix. If any travel expenses are incurred, the Collocator will be charged for the time **SBC-13STATE**'s employees spend traveling and will be based on fifteen (15) minute increments.

5. OBLIGATIONS OF THE COLLOCATOR

5.1 Certification

5.1.1 The Collocator requesting physical collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of telecommunications service by using the physical collocation space. **SBC-13STATE** shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement.

5.2 Contact Numbers

5.2.1 The Collocator is responsible for providing to **SBC-13STATE** personnel a contact number for Collocator technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the parties will provide the contact numbers included in the application process.

5.3 Trouble Report

5.3.1 The Collocator is responsible for making best efforts to provide prompt verbal notification to **SBC-13STATE** of significant outages or operations problems which could impact or degrade **SBC-13STATE**'s network, switches or services, with an estimated clearing time for restoral. In addition, Collocator will provide written notification within 24 hours. When trouble has been identified, Collocator is responsible for providing trouble status reports, consistent with Section 4.3, when requested by **SBC-13STATE**.

5.4 Removal

5.4.1 The Collocator is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Eligible Structure in which the Dedicated Space is located within thirty (30) business days after discontinuance or termination of the physical collocation arrangement. After such time, **SBC-13STATE** may remove the abandoned materials and the Collocator is responsible for payment of any and all claims, expenses, fees or other costs associated with any such removal by **SBC-13STATE**, including any materials used in the removal and the time spent on such removal, at the hourly rate for custom work. The Collocator will hold **SBC-13STATE** harmless from the failure to return any such equipment, property or other items.

5.5 Hazardous Waste and Materials

5.5.1 The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all **SBC-13STATE** requirements. The Installation Supplier shall coordinate with the **SBC-13STATE** representative before any activity relating to hazardous material/waste is started. Interconnector's Guide for Collocation may be accessed via https://clec.sbc.com/clec, Products and Services, Collocation Services, Handbook 13State, Appendix B.

5.6 Safety

5.6.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of **SBC-13STATE** or other telecommunications carriers. The Collocator shall immediately report to the **SBC-13STATE** representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Installation Supplier while on **SBC-13STATE** premises or any OSHA inspection or citations issued to the Installation Supplier while on **SBC-13STATE** premises. (Refer to Interconnector's Guide for Collocation for further details.)

5.7 Collocator's Equipment and Facilities

5.7.1 The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the Common Area:

5.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 8.1;

5.7.1.2 its equipment;

5.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;

5.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and

5.7.1.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

5.7.2 SBC**-13STATE** neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

5.8 Insurance

5.8.1 Coverage Requirements

5.8.1.1 The Collocator agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:

5.8.1.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of **SBC-13STATE** 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.

5.8.1.1.2 Commercial General Liability insurance with minimum limits of: $2,000,000 General Aggregate limit; $1,000,000 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; $2,000,000 Products/Completed Operations Aggregate limit, with a $1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of $300,000 are required for lease agreements. **SBC-13STATE** will be named as an Additional Insured on the Commercial General Liability policy.

5.8.1.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily

injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

5.8.1.1.4 All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. 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 casualty 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.

5.8.1.1.5 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.

5.8.1.1.6 **SBC-13STATE** requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to **SBC-13STATE** as well. If a certificate is not received, **SBC-13STATE** will notify the Collocator, and the Collocator will have five (5) business days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes **SBC-13STATE**, and **SBC-13STATE** may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. **SBC-13STATE** will invoice Collocator for the costs incurred to so acquire insurance.

5.8.1.1.6.1 The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

5.8.1.2 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

5.8.2 Self-Insured

5.8.2.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability

to self-insure shall continue so long as the Collocator meets all of the requirements of thisSection. If the Collocator subsequently no longer satisfies this Section 5.8.1, Coverage Requirements, shall immediately apply.

5.9 **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

6. ORDERING AND PROVISIONING

6.1 Dedicated Space

6.1.1 Types of Available Physical Collocation Arrangements

SBC-13STATE will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose:

6.1.1.1 Caged Physical Collocation - The caged collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

6.1.1.1.1 **SBC-13STATE** will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation, and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocator in a **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in Section 21 following.

6.1.1.1.2 When Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charges as set forth in Section 21 following.

6.1.1.1.3 The Collocator must comply with all methods, procedures and guidelines followed by **SBC-13STATE** in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 following will apply. If the Collocator elects to install or requests that **SBC-13STATE** provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for cageless collocation found in Section 22.3 following applies.

6.1.1.2 Caged Shared Collocation - **SBC-13STATE** will provide Caged Shared Collocation as set forth in Section 7 following, "Use by Other Local Service Providers." Two or more collocators may initially apply at the same time to share a caged collocation space as set forth in Section 7.2. The Non-recurring site conditioning charges to each collocator will be based upon the percentage of total space utilized by each collocator.

6.1.1.3 Caged Common Collocation – **SBC-13STATE** will provide Caged Common Collocation as set forth in Section 7.2.1.

6.1.1.4 Cageless Collocation - **SBC-13STATE** will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Section 2 of this Appendix. Under this arrangement, **SBC-13STATE** will provide space in single bay increments, including available space adjacent to or next to **SBC-13STATE**'s equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort. **SBC-13STATE** will not require Collocator to use an intermediate interconnection arrangement such as a POT frame. **SBC-13STATE** may take reasonable steps to protect its own equipment as provided in Section 6.1.3 of this Appendix. Accordingly, **SBC-13STATE** will not provide Collocator's personnel or agents with direct access to **SBC-13STATE**'s main distribution frame.

6.1.1.5 Adjacent Space Collocation – Where Physical Collocation space within **SBC-13STATE** Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, **SBC-13STATE** will permit Collocator to physically collocate on **SBC-13STATE**'s property in adjacent controlled environmental vaults, huts, cabinets or similar structures that **SBC-13STATE** uses to house telecommunication equipment, to the extent technically feasible. **SBC-13STATE** and telecommunications carrier will mutually agree on the location of the designated space on **SBC-13STATE** premises where the Adjacent Structure will be placed. **SBC-13STATE** will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. **SBC-13STATE** will offer the following increments of power to the Adjacent Structure: **SBC-13STATE** will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. **SBC-13STATE** will provide DC power within two cable options that allow increments of 2-100 Amp Power Feeds, 2-200 Amp Power Feeds, and 2-400 Amp Power Feeds to the adjacent structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the Adjacent Structure. **SBC-13STATE** will provide physical collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. **SBC-13STATE** shall permit Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either **SBC-13STATE** or the Collocator. Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the adjacent structure and any building and site maintenance associated with the placement of such adjacent structure.

6.1.1.5.1 Where Physical Collocation space within **SBC-13STATE** Eligible Structure is Legitimately Exhausted, and Collocator's adjacent on-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and **SBC-13STATE** shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

6.1.1.5.2 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of the **SBC-13STATE** Central Office or Eligible Structure. Such arrangement shall be used for interconnection and access to Lawful UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide

its own facilities to **SBC-13STATE**'s premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.

6.1.1.5.3 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. **SBC-13STATE** shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with **SBC-13STATE**'s facilities. **SBC-13STATE** shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

6.1.1.5.4 In the event that interior space in an Eligible Structure becomes available, **SBC-13STATE** will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Arrangement into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

6.1.1.6 **SBC-13STATE** will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in **SBC-13STATE**'s Eligible Structures that such an arrangement is technically feasible.

6.1.2 Space Determination

6.1.2.1 As provided in Section 6.1.4 and 6.2 of this Appendix, **SBC-13STATE** shall notify the Collocator in writing as to whether its request for physical collocation has been granted or denied within ten (10) calendar days of submission of the completed application.

6.1.3 Security

6.1.3.1 Protection of **SBC-13STATE**'s equipment is crucial to its ability to offer service to its customers and to the integrity of the entire network. Therefore, **SBC-13STATE** may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. **SBC-13STATE** may impose security arrangements as stringent as the security arrangements **SBC-13STATE** maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, **SBC-13STATE** may impose the more stringent requirements. Except as provided by the FCC's Order released March 31, 1999, in CC Docket No. 98-147 (FCC 99-48), **SBC-13STATE** will not impose more stringent security requirements than these. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. **SBC-13STATE** will 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 Collocator.

6.1.3.1.1 Collocator will conduct background checks of its personnel and technicians who will have access to the collocation space. Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of **SBC-13STATE** security standards.

6.1.3.1.1.1 Collocator personnel and technicians will undergo the same level of security training or its equivalent that **SBC-13STATE**'s own employees and authorized contractors must undergo. **SBC-13STATE** will not, however, require Collocator to receive security training from **SBC-13STATE**, but will provide information to Collocator on the specific type of training required.

6.1.3.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in **SBC-13STATE**'s Technical Publications via https://clec.sbc.com/clec.

6.1.3.1.2 Collocator and **SBC-13STATE** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of **SBC-13STATE** for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator 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 Collocator 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:

6.1.3.1.2.1 Theft or destruction of **SBC-13STATE**'s or Collocator's property;

6.1.3.1.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on **SBC-13STATE** property;

6.1.3.1.2.3 Threats or violent acts against other persons on **SBC-13STATE** property;

6.1.3.1.2.4 Knowing violations of any local, state or federal law on **SBC-13STATE** property;

6.1.3.1.2.5 Permitting unauthorized persons access to **SBC-13STATE** or Collocator's equipment on **SBC-13STATE**Y property; and

6.1.3.1.2.6 Carrying a weapon on **SBC-13STATE** property.

In addition, 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 https://clec.sbc.com/clec for Physical Collocation in **SBC-13STATE**, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

6.1.3.1.3 Collocator will provide indemnification as set forth in Section 12 of this Appendix and insurance as set forth in Section 5.8 of this Appendix to cover any damages caused by the Collocator's technicians.

6.1.3.1.4 **SBC-13STATE** may use reasonable security measures to protect its equipment. In the event **SBC-13STATE** elects to erect an interior security partition in a given Eligible Structure to separate its equipment, **SBC-13STATE** may recover the costs of the partition in lieu of the costs of other reasonable

security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate **SBC-13STATE**'s equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

6.1.3.1.4.1 **SBC-13STATE**'s construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to **SBC-13STATE**'s equipment. **SBC-13STATE**'s construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within **SBC-13STATE**'s space. To the extent that **SBC-13STATE** is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at **SBC-13STATE**'s expense.

6.1.3.1.4.2 **SBC-13STATE**'s enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.

6.1.3.1.4.3 **SBC-13STATE**'s enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around **SBC-13STATE**'s equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

6.1.3.1.4.4 If **SBC-13STATE** chooses to enclose its own equipment, **SBC-13STATE** will be entitled to recover the cost of the cage ONLY to the extent that the price of such construction is lower than that of other reasonable security measures.

6.1.3.1.4.5 **SBC-13STATE** has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If **SBC-13STATE** cannot prove that other reasonable security methods cost more than an interior security partition around **SBC-13STATE**'s equipment, **SBC-13STATE** cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from collocators.

6.1.3.1.4.6 If **SBC-13STATE** elects to erect an interior security partition and recover the cost, it must demonstrate to the Collocator that other reasonable security methods cost more than an interior security partition around **SBC-13STATE**'s equipment at the time the price quote is given.

6.1.3.1.5 Collocator will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. **SBC-13STATE** will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. **SBC-13STATE** will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to collocator's collocation space during construction.

6.1.4 Interval

6.1.4.1 **SBC-13STATE** will provide physical collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed physical collocation application form found in **SBC-13STATE**'s Interconnector's Collocation Services Handbook https://clec.sbc.com/clec for Physical Collocation in **SBC-13STATE** and will pay an initial Planning Fee (see Section 20.2.1).

6.1.4.1.1 A Collocator wishing **SBC-13STATE** to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for **SBC-13STATE** to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, **SBC-13STATE** would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Collocator only wishes **SBC-13STATE** to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if **SBC-13STATE** is unable to provide the Collocator's requested collocation method due to space constraints and the Collocator determines that it wishes **SBC-13STATE** to consider an alternative method of collocation, the Collocator would be required to submit an additional application. This would not result in incremental application costs to the Collocator as its initial Planning Fee would be returned due to the denial. However, it would restart the collocation quotation intervals. Upon receipt of the Collocator's application and initial planning fee payment, **SBC-13STATE** will begin development of the quotation. **SBC-13STATE** will advise the Collocator of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 6.1.4 will apply where multiple applications are received). **SBC-13STATE** will allow the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

6.1.4.2 In responding to an application request, if space is available, **SBC-13STATE** shall advise the Collocator that its request for physical collocation is granted, and confirm the applicable nonrecurring and recurring rates, and the provisioning interval. **SBC-13STATE** will not select for Collocator the type of physical collocation to be ordered.

6.1.4.2.1 The Collocator has sixty-five (65) calendar days from issuance of **SBC-13STATE** quote response, to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable non-recurring charges.. After sixty-five (65) calendar days, a new application and Planning Fee are required.

6.1.4.3 **SBC-13STATE** will provide a reduced interval for Collocator with existing physical collocation space when it requests the following interconnection augments for that existing space. The Collocator must submit to **SBC-13STATE**'s Collocation Service Center (CSC) a complete and accurate application for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Planning Fee from the Collocation Rate Summary of this Appendix and 50% of nonrecurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point

of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

6.1.4.3.1 A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) **SBC-13STATE** will perform a cage expansion of 300 square feet or less immediately adjacent to Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) Direct cable pull within the same collocation area between one Collocator and another Collocator provided the Collocator is interconnected with **SBC-13STATE**'s network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; 400 copper (shielded or nonshielded) cable pairs up to 400 feet, 168 DS1s, 48 DS3s, and fiber interconnections up to 12 fiber pairs up to 400 feet.

6.1.4.3.2 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, **SBC-13STATE** bays, **SBC-13STATE** cable racks and/or cage expansions within Active Central Office space different than described above will require the Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

6.1.4.3.3 The construction interval for these other augments will not exceed 90 days. **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

6.1.4.3.4 The second fifty percent (50%) payment must be received by **SBC-13STATE** no more than one week prior to the scheduled augment completion date. On the scheduled completion date, the Actual Point of Termination (APOT) connection's Cable Facility Assignments (CFA) will be provided to the Collocator by **SBC-13STATE**.

6.1.5 Application Quotation Interval for Physical

6.1.5.1 Should multiple applications be submitted by a Collocator within a ten (10) calendar day period, within a metering area the following quotation intervals will apply:

Number of Applications by one Collocator	Quotation Interval
1 - 5	10 calendar days
6 - 10	15 calendar days
11 - 15	20 calendar days
16 - 20	25 calendar days

6.1.5.2 Should the Collocator submit 21 or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or Fraction thereof.

6.1.5.3 The Collocator may obtain a shorter response interval than are set forth above by scheduling a meeting with **SBC-13STATE** at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate, and prioritize the Collocator's applications.

6.1.5.4 Any major revision to an application will be treated as a new application following the guidelines in Section 6.1.10 and will be subject to the time intervals set forth above.

6.1.6 Caged, Caged Common Physical Collocation and Shared Caged Collocation Installation Interval

6.1.6.1 Dedicated Space for Caged physical collocation and Shared Caged Collocation is not reserved until the quotation is accepted.

6.1.6.2 Where space suitable for central office equipment (Active Central Office Space) is available, **SBC-13STATE** will deliver Caged Physical or Shared Caged Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for 50% of all applicable non-recurring charges.) If the available space is not suitable for central office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.

6.1.6.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.10 following.

6.1.7 Cageless Physical Collocation Installation Interval

6.1.7.1 Dedicated space for Cageless physical collocation is not reserved until the quotation is accepted.

6.1.7.2 Where space suitable for central office equipment (Active Central Office Space) is available, **SBC-13STATE** will deliver Cageless physical collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for fifty percent (50%) of all applicable non-recurring charges.) If the available space is not suitable for central office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.

6.1.7.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.10 following.

6.1.8 **SBC-13STATE** will complete construction of cageless collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Collocator's acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where **SBC-13STATE** will be installing all or some of the bays. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, HUT, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power of 50AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than 50 AMPs (e.g., 100 AMPs) per feed, **SBC-13STATE** will add thirty (30) calendar days to the provisioning interval.

6.1.9 Adjacent Space or Other Physical Collocation Arrangement Installation Intervals

6.1.9.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 6.1.1 (D) and (E) above will be reasonably related to the complexity of accommodating the requested arrangement.

6.1.10 Revisions

6.1.10.1 All revisions to an application for a physical collocation arrangement submitted by the Collocator must be in writing via a new application form. A new interval for the physical collocation arrangement will be established which shall not exceed the original "major" as defined herein. A major revision includes: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of 10% or more of the square footage of the cage area requested; adding design and

engineering requirements above those which **SBC-13STATE** normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). However, minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list is not all-inclusive. The Collocator will be required to pay any applicable planning fees. No additional planning fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

6.2 Space Availability Determination and Resolution

6.2.1 In responding to an application request if space is not available, **SBC-13STATE** will notify the Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of **SBC-13STATE**'s receipt of a completed application.

Before **SBC-13STATE** may make a determination that space in an Eligible Structure is legitimately exhausted, **SBC-13STATE** must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in **SBC-13STATE**'s response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2 of this Appendix. In making this determination, **SBC-13STATE** may reserve space for transport equipment for current year plus two years. Additionally, **SBC-13STATE** may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of **SBC-13STATE** or for future use by **SBC-13STATE** or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. **SBC-13STATE** may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Crossconnect System (DCS) up to anticipated customer growth over a 10-year life expectancy of the ultimate footprint of the equipment.

6.2.1.1 The notification will also include a possible future space relief date, if applicable. At that time, any nonrecurring charges collected with the application, except the planning fee, will be returned to the Collocator.

6.2.1.2 **SBC-13STATE** will file a copy of the notification letter denying the Collocator's request with the appropriate state commission. In the event of a denial, **SBC-13STATE** will concurrently submit to both the appropriate Commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plans documented as provided for in Issue 3.1 of the Interconnector's Collocation Services Handbook https://clec.sbc.com/clec, identification of switch turnaround plans and other equipment removal plans and timelines, if any, central office rearrangement/expansion plans, if any , and description of other plans, if any, that may relieve space exhaustion.

6.2.1.3 In the event **SBC-13STATE** denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to **SBC-13STATE**'s designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be

conducted within ten (10) calendar days of the request or some other mutually agreed on date.

6.2.1.4 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated Company representative and the designated agent for the Collocator, who will participate in the tour.

6.2.1.5 **SBC-13STATE** will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. **SBC-13STATE**'s representative will accompany and supervise the Collocator agent on the inspection tour.

6.2.1.6 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of physical collocation space is insupportable, the Collocator agent shall promptly so advise **SBC-13STATE**. The Collocator and **SBC-13STATE** shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and **SBC-13STATE** reports shall be concurrently served on each other and submitted to the appropriate state commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on **SBC-13STATE** to justify the basis for any denial of collocation requests.

6.2.2 **SBC-13STATE** will submit to a requesting carrier a report indicating **SBC-13STATE**'s available collocation space in a particular **SBC-13STATE** Eligible Structure upon request. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that **SBC-13STATE** is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By One Collocator	Report Delivery Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

6.2.2.1 Should the Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

6.2.2.2 **SBC-13STATE** shall maintain a publicly available document for viewing on the Internet indicating its Eligible Structures, if any, that have no space available for Physical Collocation. **SBC-13STATE** will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space. In addition, for central offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to **SBC-13STATE**, such information will be placed on the website https://clec.sbc.com/clec. **SBC-13STATE** will update the public document on the first day of each month to include all newly available information.

6.2.2.3 To the extent **SBC-13STATE** has the information readily available, the public document should specify the amount of active and other (inactive) collocation space available at each Eligible Structure, the number of collocators, any modifications in the use of the space since the last update, and should also include measures that **SBC-13STATE** is taking to make additional space available for collocation. In order to increase the amount of space available for collocation, **SBC-13STATE** will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator, or upon order of the appropriate state commission, **SBC-13STATE** shall reserve space for switching, MDF and DCS to

accommodate access line growth as outlined in Section 2, under the definition of the term "Legitimately Exhausted Space".

6.3 Relocation

6.3.1 When **SBC-13STATE** determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Collocator is required to move its dedicated space or adjacent space collocation structure. **SBC-13STATE** will notify the resident Collocator(s) in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, **SBC-13STATE** will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with arranging for new space. The Collocator shall be responsible for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in **SBC-13STATE**'s reasonable discretion. In addition, a Collocator's presence in **SBC-13STATE** central offices or adjacent space collocation structures should not prevent **SBC-13STATE** from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.

6.3.2 If **SBC-13STATE** determines that a Collocator must relocate due to any of the above reasons, **SBC-13STATE** will make all reasonable efforts to minimize disruption of the Collocator's services. In addition, the costs of the move will be shared equally by **SBC-13STATE** and the Collocator, unless the parties agree to a different financial arrangement.

6.3.3 If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, **SBC-13STATE** shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

6.4 Occupancy

6.4.1 Unless there are unusual circumstances, **SBC-13STATE** will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after **SBC-13STATE** completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to **SBC-13STATE**'s network or obtain access to **SBC-13STATE** Lawful UNEs within one hundred eighty (180) days after receipt of such notice. In the event that **SBC-13STATE** has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until **SBC-13STATE** allows the Collocator to interconnect. **SBC-13STATE**, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that

circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.

6.4.2 If the Collocator fails to do so and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10) business day after **SBC-13STATE** provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with **SBC-13STATE** or obtain access to **SBC-13STATE** unbundled network elements by that tenth (10) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

6.4.3 For purposes of this Section, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either **SBC-13STATE**'s network or interconnected to another Collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with **SBC-13STATE**'s network or to obtain access to **SBC-13STATE**'s Lawful UNEs.

6.4.4 If the Collocator causes **SBC-13STATE** to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay **SBC-13STATE** the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space.

6.4.5 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.

6.5 Cancellation Prior to Due Date

6.5.1 In the event that the Collocator cancels its order after **SBC-13STATE** has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before **SBC-13STATE** has been paid the entire amounts due under this Appendix, then in addition to other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the nonrecoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Nonrecoverable costs include the nonrecoverable cost of equipment and material ordered, provided or used; the nonrecoverable 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.

6.6 Billing

6.6.1 Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. **SBC-13STATE** may change its billing date practices upon thirty (30) day's notice to the Collocator.

6.6.2 Billing Dispute Resolution

6.6.2.1 In the event of a bona fide dispute between a Collocator and **SBC-13STATE** regarding any bill for anything ordered from this Appendix, Collocator shall, prior to the Bill Due Date, give written notice to **SBC-13STATE** of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c)

any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes the billed amount. To be deemed a "dispute" under this Section 6.6.2, Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 6.6.3 of this Appendix and proof (in the form of deposit slip(s)) that Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section 6.6.2 not later than twenty-nine (29) days following the Bill Due Date shall constitute Collocator's irrevocable and full waiver of its right to dispute the subject charges.

6.6.3 Third Party Escrow Agent

6.6.3.1 Collocator shall pay all undisputed amounts to **SBC-13STATE** when due and shall pay all Disputed Amounts when due into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

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

6.6.3.1.2 The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and

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

6.6.3.1.4 In addition to the foregoing requirements for the Third Party escrow agent, the Collocator and the financial institution proposed as the Third Party escrow agent must enter into a written agreement that the escrow account meets all of the following criteria:

6.6.3.1.5 The escrow account is an interest bearing account;

6.6.3.2 All charges associated with opening and maintaining the escrow account will be borne by the Collocator; That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent; All interest earned on deposits to the escrow account shall be disbursed to Collocator and **SBC-13STATE** in the same proportion as the principal; and Disbursements from the escrow account shall be limited to those: authorized in writing by both Collocator and **SBC-13STATE** (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 6.6.8 of this Appendix; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 6.6.8 of this Appendix.

6.6.4 Disputed Amounts

6.6.4.1 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 6.7 of this Appendix.

6.6.5 Investigation Report

6.6.5.1 Upon receipt of the notice and both forms of proof required by Section 6.6.2. of this Appendix, **SBC-13STATE** shall make an investigation as shall be required to report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 6.6.2 on or before the Bill Due Date, **SBC-13STATE** will report

the results of its investigation within 60 calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 6.6.5 of this Appendix, the Collocator must notify **SBC-13STATE** in writing within thirty days following receipt of the results of **SBC-13STATE**'s investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 6.6.6 of this Appendix.

6.6.6 Informal Resolution of Billing Disputes

6.6.6.1 Upon receipt by **SBC-13STATE** of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 6.6.2 of this Appendix, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this Appendix. 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 resolution 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 any lawsuit.

6.6.7 Formal Resolution of Billing Disputes

6.6.7.1 If the parties are unable to resolve the billing dispute through the informal procedure described in Section 6.6.6 of this Appendix, then either party may invoke the formal dispute resolution procedures described in this Section 6.6.7 of this Appendix. Unless agreed by both 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 notice initiating dispute resolution required by Section 6.6.5 of this Appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.5 of this Appendix.

6.6.7.2 Billing Disputes Subject to Mandatory Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.5 of this Appendix will be subject to mandatory arbitration in accordance with Section 6.6.8 of this Appendix, below. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.5 of this Appendix, the parties will annualize the actual number of months billed.

6.6.7.3 Billing Disputes Subject to Elective Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.5 of this Appendix will be subject to elective arbitration pursuant to Section 6.6.8 if, and only if, both parties agree to arbitration. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.5 of this Appendix, the parties will annualize the actual number of months billed. 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.

6.6.8 Arbitration

6.6.8.1 Disputes subject to mandatory or elective arbitration under the provisions of this Appendix 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 a mutually agreed upon location. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration.

6.6.8.2 The arbitrator will control the scheduling so as to process the matter expeditiously. The parties may submit written briefs upon a schedule determined by the arbitrator. The parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Appendix.

6.6.8.3 The times specified in this Section 6.6.8 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. The Parties may submit the arbitrator's award to a Coommission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

6.6.9 Cooperation Between Parties

6.6.9.1 Immediately upon resolution of any billing dispute, **SBC-13STATE** and the Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:

6.6.9.1.1 **SBC-13STATE** shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute; within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third Party escrow agent, together with any interest accrued thereon; within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of **SBC-13STATE** shall be disbursed to **SBC-13STATE** by the Third Party escrow agent, together with any interest accrued thereon; and no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay **SBC-13STATE** any difference between the amount of accrued interest **SBC-13STATE** received from the escrow disbursement and the amount of Late Payment Charges **SBC-13STATE** billed and is entitled to receive pursuant to Section 6.7 of this Appendix.

6.6.10 Failure to Make Payment

6.6.10.1 Failure by the Collocator to pay any charges determined to be owed to **SBC-13STATE** within the time specified in Section 6.6.8 shall be grounds for immediate re-entry and termination of services provided under this Appendix.

6.6.11 Billing for Caged Shared and Caged Common Collocation Arrangements

6.6.11.1 Except for certain charges identified as related to Caged Shared Collocation, each collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, **SBC-13STATE** shall bill the original collocator for space. However, **SBC-13STATE** shall bill the other collocators in the shared cage for use of network elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with **SBC-13STATE** for floor space and all other applicable interconnection arrangements.

6.7 Late Payment Charge

6.7.1 If the Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to **SBC-13STATE** as of the Bill Due Date, then a late payment charge shall be assessed as follows: 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 Bill Due Date to and including the date that the payment is actually made and available.

6.8 Allowances for Interruptions

6.8.1 An interruption period begins when an inoperative condition of a physical collocation arrangement is reported to **SBC-13STATE**'s designated contact point and ends when the physical collocation arrangement is operative and reported to the Collocator's designated contact. No allowance for an interruption period will be provided for physical collocation where the interruption is due to the actions or negligence of the Collocator. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of **SBC-13STATE**.

6.8.2 When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

6.8.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Collocator shall be credited for an interruption, at the rate of 1/1440 of the monthly recurring rate, for each full span of thirity (30) minute.

6.8.4 When a third party vendor maintains and repairs a Collocator's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third party vendor.

7. USE BY OTHER LOCAL SERVICE PROVIDERS

7.1 The Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of **SBC-13STATE**, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of **SBC-13STATE**.

7.2 **SBC-13STATE** will make shared collocation cages available to all collocators. A shared collocation cage is a caged collocation space shared by two (2) or more collocators pursuant to the terms and conditions agreed to and between the collocators. In making shared cage arrangements available, **SBC-13STATE** may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party. In those instances where **SBC-13STATE** receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and

allocate that charge to each collocator based upon the percentage of total space utilized by each Collocator.

7.2.1 **SBC-13STATE** will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more collocators have provided **SBC-13STATE** with their forecasted space requirements accompanied with a firm order and twenty-five percent (25%) of non-recurring charges for the forecasted space as deposit.

7.2.2 When these criteria have been met, **SBC-13STATE** will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, **SBC-13STATE** will construct the cage to the collocators' combined forecasts for the initial year. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Section 6.6.11.

7.3 **SBC-13STATE** will not place unreasonable restrictions on Collocator's use of a cage, and as such will allow Collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-collocator no more than the prorated share (based upon square footage used exclusively or in common) of **SBC-13STATE**'s charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with **SBC-13STATE** utilize a shared collocation cage, **SBC-13STATE** will permit each collocator to order Lawful UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.

8. FIBER OPTIC CABLE AND DEMARCATION POINT

8.1 Fiber Optic Cable Entrances

8.1.1 The Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). **SBC-13STATE** will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to **SBC-13STATE** that use of such cable will not impair **SBC-13STATE**'s ability to service its own customers or subsequent collocators.

8.1.2 **SBC-13STATE** shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for **SBC-13STATE** cable. **SBC-13STATE** will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where **SBC-13STATE** also has access to more than two such entry points. Where such dual points of entry are not immediately available, **SBC-13STATE** shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where **SBC-13STATE** performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and **SBC-13STATE** shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both **SBC-13STATE** and the Collocator(s) in the first twelve (12) months.

8.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by **SBC-13STATE**, and leaving sufficient length in the cable in order for **SBC-13STATE** to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

8.2 Demarcation Point

8.2.1 A Point of Termination (POT) Frame is not required as the demarcation point. However, the Collocator may, at its election, provide its own Point of Termination (POT) frame either in its dedicated cage space or in **SBC-13STATE**-designated area within the Eligible Structure. If the Collocator elects not to provide a POT Frame, **SBC-13STATE** will hand off the Interconnection Arrangement(s) cables to the Collocator at its equipment.

9. USE OF DEDICATED SPACE

9.1 Nature of Use

9.1.1 In accordance with section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to **SBC-13STATE** under 47.U.S.C. § 251(C) (2) or accessing **SBC-13STATE**'s Lawful UNEs under 47.U.S.C. § 251(C) (3) of the Act. For purposes of this Section, "necessary" shall have the meaning set forth in the Act and any rules promulgated thereunder, and any applicable state law (provided it is necessary to further competition in the provision of telephone exchange service or exchange access and is not inconsistent with Section 251 or the FCC's regulations to implement Section 251).

9.1.2 Nothing herein shall require **SBC-13STATE** to permit collocations of equipment used solely for switching or solely to provide enhanced services.

9.1.3 In addition, **SBC-13STATE** voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(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."

9.1.4 Multifunctional Equipment is deemed necessary for interconnection or access to SBC-13STATE UNEs if the primary purpose and function of the equipment, as Collocator seeks to deploy it, falls within the definitions of "necessary" provided in Section 9.1.1 above. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more SBC-13STATE UNEs, there must be a logical nexus between the additional functions the equipment would perform and the telecommunications services Collocator seeks to provide to its customers by means of the interconnection or SBC-13STATE UNE(s). The collocation of those functions of the equipment that, as stand-alone functions, do not fall within the definitions of "necessary" provided in Section 9.1.1 above must not cause the equipment to significantly increase the burden on the Eligible Structure.

9.1.5 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Lawful UNEs and (2) additional functions that are not "necessary" for these purposes.

9.1.6 **SBC-13STATE** voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if **SBC-13STATE** and Collocator mutually agree to such placement, in **SBC-13STATE**'s premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

9.1.7 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir.

March 17, 2000) ("GTE Opinion"), **SBC-13STATE** voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in **SBC-13STATE**'s Eligible Premises, that prior to the May 11, 2000 effective date of the GTE Opinion, were (1) in place in **SBC-13STATE** or (2) requested by Collocator and accepted by **SBC-13STATE** on the same basis as under the FCC's original, pre-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 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 deems such arrangements to be discriminatory vis-à-vis other carriers.

9.1.8 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

9.1.9 When the Collocator's physical collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). **SBC-13STATE** will provide the necessary backup power to ensure against power outages.

9.1.10 Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on **SBC-13STATE** grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator may place signage and markings on the inside of its dedicated space.

9.2 Equipment List

9.2.1 A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 10.1, Minimum Standards, following. The Collocator warrants and represents that the List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Appendix. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the List without the express written consent of **SBC-13STATE**, which consent shall not be unreasonably withheld.

9.2.2 Subsequent Requests to Place Equipment

9.2.2.1 The Collocator shall furnish **SBC-13STATE** a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.

9.2.3 Limitations

9.2.3.1 **SBC-13STATE**'s obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment of facilities by a Collocator, is limited only to the extent that **SBC-13STATE** would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or any other party to which it provides interconnection. **SBC-13STATE** will ensure that the Collocator is provided collocation space at least equal in quality to that provided to **SBC-13STATE**, its affiliates or other parties to which it provides interconnection.

9.3 Dedicated Space Use and Access

9.3.1 The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities necessary (as defined by the FCC) for interconnection to **SBC-13STATE** or access to **SBC-13STATE**'s unbundled network elements. The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocator shall provide **SBC-13STATE** with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

9.3.2 **SBC-13STATE** will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. **SBC-13STATE** will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with **SBC-13STATE**'s policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.2 (B.) of this Appendix).

9.3.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to **SBC-13STATE**, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

9.3.4 **SBC-13STATE** will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between **SBC-13STATE** and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's, Collocator's SBC Approved Vendor's, or **SBC-13STATE**'s personnel.

9.4 Threat to Personnel, Network or Facilities

9.4.1 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to **SBC-13STATE**'s personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

9.5 Interference or Impairment

9.5.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

9.6 Personal Property and Its Removal

9.6.1 In accordance with and subject to the conditions of this Appendix, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet **SBC-13STATE** standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personality and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 9.7 following.

9.7 Alterations

9.7.1 In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of **SBC-13STATE**. **SBC-13STATE** shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that **SBC-13STATE** has the right to reject or modify any such request except as required by state or federal regulators. The cost of any **SBC-13STATE** provided construction shall be paid by the Collocator in accordance with **SBC-13STATE**'s custom work order process.

10. STANDARDS

10.1 Minimum Standards

10.1.1 All types of network equipment placed in **SBC-13STATE** network equipment areas of Eligible Structures by **SBC-13STATE** or Collocator must meet **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) 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. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including **SBC-13STATE** and its contractors when engineering and installing equipment.

10.1.2 In the event that **SBC-13STATE** denied Collocation of Collocator's equipment, citing 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 which **SBC-13STATE** locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such Company equipment met or exceeded the same Safety Standards for which Collocator's equipment was denied.

10.1.3 In the event **SBC-13STATE** believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

10.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to **SBC-13STATE** personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 6.6.7.2 and 6.6.8 above of this Appendix.

10.2 Compliance Certification

10.2.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 9.2, Equipment List; Section 9.2.1, Subsequent Requests to Place Equipment; or otherwise, shall be compliant with minimum safety standards set forth in Section 10.1.

11. RE-ENTRY

11.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of **SBC-13STATE**'s written notice, or if the 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 Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies **SBC-13STATE** might have.

11.2 **SBC-13STATE** may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding Section.

11.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. 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 informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, parties may seek more formal dispute resolution procedures.

12. INDEMNIFICATION OF SBC-13STATE

12.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between **SBC-13STATE** and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.

12.2 Collocator 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 attorneys' 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 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 Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix 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 negligence or willful or intentional misconduct of **SBC-13STATE** or its employees. The provisions in this Section are reciprocal and applicable also to **SBC-13STATE**.

12.3 **SBC-13STATE** shall, make reasonable efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep **SBC-13STATE** and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford **SBC-13STATE** and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

13. SERVICES AND MAINTENANCE

13.1 Operating Services

13.1.1 **SBC-13STATE** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable **SBC-13STATE** tariffs.

13.2 Maintenance

13.2.1 **SBC-13STATE** shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

13.3 Equipment Staging and Storage

13.3.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation for further details.)

13.4 Legal Requirements

13.4.1 Except for Section 15**, SBC-13STATE** agrees to make, at its expense, all changes and additions to the Dedicated Space 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 Dedicated Space.

14. SBC-13STATE'S RIGHT OF ACCESS

14.1 **SBC-13STATE**, its agents, employees, and other **SBC-13STATE**-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by **SBC-13STATE** hereunder, and for any other purpose deemed reasonable by **SBC-13STATE**. **SBC-13STATE** may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of **SBC-13STATE** equipment, facilities and/or personnel located outside of the Dedicated Space; in such case, **SBC-13STATE** will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

15. GENERAL

15.1 The rates and charges in this Appendix are applicable only for physical collocation arrangements in Eligible Structures as defined in Section 20.2 of this Appendix. **SBC-13STATE** allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not

be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.

15.2 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. **SBC-13STATE** will rent parking spaces to Collocator on a first-come, first-served basis if such space is available. Collocator may not park in spaces that are reserved for **SBC-13STATE** vehicles and which are designated as reserved. **SBC-13STATE** shall not unreasonably reserve for its own use all parking at the Eligible Structure.

15.3 Collocator shall be allowed to have reasonable use of and access to loading docks**.** Collocator and **SBC-13STATE** are required to follow all posted traffic and **SBC-13STATE** signs and follow all applicable parking and traffic laws and ordinances.

15.4 The rates and charges in this Appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB.

15.5 If **SBC-13STATE** is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, **SBC-13STATE** will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.

15.6 Should **SBC-13STATE** benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two, and so on.

15.7 Should **SBC-13STATE** be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), **SBC-13STATE** shall absorb all of the costs related to such an upgrade.

15.8 The rates and charges set forth herein are for physical collocation arrangements, while charges for interconnection and access to unbundled network elements are as set forth in the Agreement.

16. PREPARATION CHARGES

16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary of this Appendix.

16.2 **SBC-13STATE** will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. **SBC-13STATE** will permit Collocator to review the contractor invoices.

16.3 To insure efficient use of space, **SBC-13STATE** will provide a physical collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. **SBC-13STATE** will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. **SBC-13STATE** will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocator.

16.4 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of **SBC-13STATE**, such Dedicated 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. Use of

any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

16.5 The Collocator may elect to install its own Point of Termination (POT) Frame, or request that **SBC-13STATE** provide and install a POT Frame, to be placed in the Collocator's cage or in the collocation area. When the Collocator elects to install its own POT frame/cabinet, **SBC-13STATE** may still provide and install the required DC power panel.

17. CHARGES

17.1 Monthly Charges

17.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that physical collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in Section 21, Rates and Charges, following, for use of the Dedicated Space.

17.2 Nonrecurring Charges

17.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing physical collocation, per request, per Eligible Structure.

17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay **SBC-13STATE** fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Section 16, Preparation Charges, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed.

17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments. In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

17.3 Individual Case Basis (ICB)

17.3.1 **SBC-13STATE** may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.

17.4 Application of Rates and Charges

17.4.1 Beginning on and after the Effective Date of this Agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE], to all existing CLEC collocation arrangements, including those established before the Effective Date of this Agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

18. REGENERATION

18.1 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Collocator's POT bay or termination point located in an adjacent structure and **SBC-13STATE**'s cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is

not required in any other circumstances except where the Collocator specifically requests regeneration. Required regeneration and Collocator-requested regeneration will be provided at the Collocator's expense.

19. SPACE DISCONTINUANCE

19.1 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.

19.2 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.

20. RATE REGULATIONS

20.1 Determination of Charges Not Established in Appendix or Pricing Schedule (Custom Work Charges)

20.1.1 Rate Elements - In the event that **SBC-13STATE** seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Appendix or in the Pricing Schedule, **SBC-13STATE** shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix

Custom work may not be charged to Collocator for any work performed which will benefit or be used by **SBC-13STATE** or other collocators. **SBC-13STATE** also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement

between the Collocator and **SBC-13STATE** is not reached regarding the Custom Work Charge, **SBC-13STATE** shall complete construction of the Collocator's space pending resolution of the issue by the the appropriate state commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to **SBC-13STATE** shall accrue interest at the rate established by the appropriate state commission. All Custom Work Charges that are approved by the the appropriate state commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to **SBC-13STATE** that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, **SBC-13STATE** shall file the appropriate interconnection agreement amendment. However, **SBC-13STATE** shall not delay completion of such work during the agreement approval process. **SBC-13STATE** shall perform such work based upon provisional rates, subject to true up.

20.1.2 In the event the Collocator disputes the rate element or charge proposed by **SBC-13STATE** that is not specifically provided for in this Appendix or in the Pricing Schedule, the Collocator shall notify **SBC-13STATE** of its dispute with the proposed charge in writing.

20.2 Rate Elements: SBC 13-State Does Work

All rates and charges for the following rate elements can be found in the Collocation Rate Summary of this Appendix.

20.2.1 Planning Fees

20.2.1.1 The Planning Fee, as specified in **SBC-13STATE**'s Interconnector's Collocation Services Handbook for Physical Collocation in **SBC-13STATE**, recovers **SBC-13STATE**'s costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the physical collocation arrangements. The initial Planning Fee will apply to the Collocator's physical collocation request. In addition, a nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 2-30, 2-40, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for revisions to a collocation application request, such as the addition of Collocator provided equipment that requires **SBC-13STATE** to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the application for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

20.2.2 Floor Space Charges

20.2.2.1 Caged Collocation

20.2.2.1.1 The caged collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

20.2.2.1.2 **SBC-13STATE** will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., 50 square feet of cage space for a single bay), and will ensure that the first Collocator in **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 20.2.2.1.4.5 following. The Collocator may 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.

20.2.2.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 preceding will apply.

20.2.2.1.4 If the Collocator elects to install, or requests that **SBC-13STATE** provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for cageless collocation found in Section 20.21.3 following applies.

20.2.2.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for **SBC-13STATE** within **SBC-13STATE**:

- Construction costs
- Operating costs

20.2.2.1.4.2 Site Conditioning Charge, per square foot

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

20.2.2.1.4.3 Common Systems Materials Charge

Consists of the following elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

20.2.2.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by **SBC-13STATE** to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a sub set of the following:

- Interior Security Partition separating **SBC-13STATE** equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

20.2.2.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

- Grounded wire partition
- Door key Set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

20.2.2.1.4.6 Remote Switch Module (RSM) Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

20.2.2.2 Cageless Collocation

20.2.2.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by **SBC-13STATE** within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

20.2.2.2.2 **SBC-13STATE** will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten

(10) square feet). The first Collocator in **SBC-13STATE** premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

20.2.2.2.2.1 Floor Space Charges

Consists of the following elements for a standard bay configuration

- Construction costs
- Operating costs

20.2.2.2.2.2 Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

20.2.2.2.2.3 Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Bay and aisle lights
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

20.2.2.2.2.4 Safety and Security

This charge represents reasonable costs incurred by **SBC-13STATE** to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating **SBC-13STATE** equipment

- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

20.2.2.3 Caged Common Collocation in **SBC-13STATE**s

20.2.2.3.1 The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

20.2.2.3.2 Caged Common Collocation space will be provided where space permits when five (5), or more collocators have provided **SBC-13STATE** with their forecasted space requirements accompanied with a firm order and twenty-five percent (25%) of non-recurring charges for the forecasted space as deposit. When these criteria have been met, **SBC-13STATE** will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, **SBC-13STATE** will construct the cage to the collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

20.2.2.3.3 **SBC-13STATE** will provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Terms and conditions for contractors performing cage construction activities are set forth in Section 16 of this Appendix.

20.2.2.3.4 **SBC-13STATE** will provide floor space site conditioning and Safety and Security charges per rack, bay, or frame and Floor Space, Caged Common Systems Materials, and Cage Preparation in increments of one linear foot. The first collocator in **SBC-13STATE**'s premises will be responsible only for its pro rata share of the cost of site preparation and security.

20.2.2.3.5 Charges to each collocator will be based per rack, bay, or frame and linear foot of rack space used by each collocator. Rates and charges are contained in the Collocation Rate Summary of this Appendix.

20.2.2.3.6 Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted.

20.2.2.3.6.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for **SBC-13STATE** within **SBC-13STATE**.

- Construction costs

- Operating costs

20.2.2.3.6.2 Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay, or frame:

- New floor tile
- General lighting
- House service receptacles
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

20.2.2.3.6.3 Common Systems Materials Charge

Consists of the following elements per linear foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the Common Cage.

20.2.2.3.6.3 Safety and Security

This charge represents reasonable costs incurred by **SBC-13STATE** to secure its equipment contained within the Eligible Structure. This charge is expressed as a recurring rate on a per rack, bay or frame and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating **SBC-13STATE** equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

20.2.2.3.6.3.1 In the event **SBC-13STATE** elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a telecommunications carrier be required to pay for

both an interior security partition to separate **SBC-13STATE**'s equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to telecommunications carriers equipment that is collocated under cageless option.

20.2.2.3.6.4 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in Section 21.3.1 following:

- Grounded wire partition
- Door key set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

20.2.2.3.6.5 Remote Switch Module (RSM) Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

20.2.3 DC Power Amperage Charge

20.2.3.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads (for a combined total of forty (40) AMPs),but SBC shall only bill CLEC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPs. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware & cabling, and AC energy to convert to DC power.

20.2.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

20.2.3.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified in attached pricing schedule.

20.2.4 DC Power Arrangement Provisioning

20.2.4.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a nonrecurring and monthly rate for either 2-20 AMP, 2-30 AMP, 2-40 AMP, 2-50 AMP, or 2-100 AMP feeds.

20.2.5 DC Power Panel (Maximum 50 AMP)(Optional)

20.2.5.1 This DC power panel is optional with each application requiring DC power designed to provide up to 50 (maximum) AMPS per feed of DC current. This rate element may be provided by **SBC-13STATE**.

20.2.6 DC Power Panel (Maximum 200 AMP)(Optional)

20.2.6.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 AMPS per feed of DC current however the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by **SBC-13STATE** technical support. This rate element may be provided by **SBC-13STATE**.

20.2.7 Eligible Structure Ground Cable Arrangement, Each

20.2.7.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated Space.

20.2.8 Security Cards

20.2.8.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary of this Appendix. **SBC-13STATE** will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate SBC Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the telecommunications carrier ONLINE website https://clec.sbc.com/clec. In emergency or other extenuating circumstances (but not in the normal course of business), Collocator may request that the twenty-one (21) day interval be expedited, and **SBC-13STATE** will issue the access and/or ID cards as soon as reasonably practical.

20.2.9 Standard Frame or Cabinet, Each (Optional)

20.2.9.1 The Collocator may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by **SBC-13STATE** or may request that **SBC-13STATE** provide and install the bay or cabinet in the cageless space only. If the Collocator elects for **SBC-13STATE** to provide a bay or cabinet, the rates and charges are as found in the Collocation Rate Summary of this Appendix. When, at the Collocator's option, a bay or cabinet is placed in space designated by **SBC-13STATE**, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between the Collocator's facilities and **SBC-13STATE** facilities, previously referred to as "Point of Termination (POT) bay."

20.2.10 Entrance Facility Conduit to Vault, Per Cable Sheath

20.2.10.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between **SBC-13STATE** designated manhole and the cable vault of the Eligible Structure.

20.2.11 Entrance Fiber Charge, Per Cable Sheath

20.2.11.1 The Entrance Fiber Charge reflects the time interval spent by **SBC-13STATE** in pulling the Collocator's cable facilities from **SBC-13STATE** designated manhole, through **SBC-13STATE** cable vault and through **SBC-13STATE** cable support structure to the Collocator's equipment.

20.2.12 ILEC to telecommunications carrier Interconnection Arrangement Options

20.2.12.1 Collocator will select one or more of the interconnection arrangements listed below.

20.2.12.1.1 DS1 Interconnection Cable Arrangement (DSX or DCS), Each

20.2.12.1.1.1 **SBC-13STATE**-provided cable arrangement of twenty eight (28) DS1 connections per cable arrangement between the Collocator's optional POT Frame or equipment bay and **SBC-13STATE** network. The Collocator will not be permitted access to **SBC-13STATE** Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and **SBC-13STATE**'s cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

20.2.12.1.2 DS3 Interconnection Cable Arrangement (DSX or DCS), Each

20.2.12.1.2.1 **SBC-13STATE**-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's optional POT Frame or equipment bay and **SBC-13STATE** network. The Collocator will not be permitted access to **SBC-13STATE** Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and **SBC-13STATE**'s cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

20.2.12.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

20.2.12.1.3.1 **SBC-13STATE** provided cable arrangement that provides one hundred (100) DS0 copper (non-shielded) or (shielded) connections between the Collocator's optional POT frame or equipment bay and **SBC-13STATE** network. The Collocator will not be permitted access to **SBC-13STATE** Main Distribution Frame.

20.2.13 Optical Circuit Arrangement

20.2.13.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to **SBC-13STATE** network. The Collocator will not be permitted access to **SBC-13STATE** Main Distribution Frame.

20.2.14 Bits Timing (Per two circuits) (Optional)

20.2.14.1 **SBC-13STATE** provided single signal from **SBC-13STATE** timing source to provide synchronization between a Collocator's single network element and **SBC-13STATE**'s equipment.

20.2.15 Timing Interconnection Arrangement (Optional)

20.2.15.1 Timing lead (1 pair) of wires provided by **SBC-13STATE** to the Collocator's dedicated Collocator's physical collocation space or optional POT frame or equipment bay.

20.2.16 Collocation Availability Space Report Fee

20.2.16.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of collocators, any modifications in the use of space since the generation of the last available report, and measures that **SBC-13STATE** is undertaking to make additional space available for collocation.

20.2.17 Pre-visits

20.2.17.1 General Applications

20.2.17.1.1 Prior to submitting an application, the prospective Collocator may elect to arrange with **SBC-13STATE** to visit an Eligible Structure for the purpose of permitting the Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Collocator's physical collocation arrangement. If the prospective Collocator elects to pre-visit **SBC-13STATE**'s Eligible Structures must submit its request in writing ten (10) business days in advance. Pre-visits will be scheduled for a date that is mutually agreeable to both parties. Prospective Collocator will not be allowed to take photographs, make copies of **SBC-13STATE** site-specific drawings or make any notations.

20.2.17.1.2 For pre-visits, **SBC-13STATE** will limit the number of **SBC-13STATE** employees attending the pre-visit to one of **SBC-13STATE**'s employee, unless a different number of **SBC-13STATE** employees is mutually agreed upon. The Collocator will only be billed for the times of the employee approved by the Collocator and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Collocator will be charged for the time **SBC-13STATE** employees spend traveling and will be based on fifteen-minute increments.

20.2.18 Construction Inspections

20.2.18.1 During the construction of all forms of physical collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30)-day extension. Requests for construction inspections shall be given to the contact number as specified in Section 4.2. If any travel expenses are incurred, the Collocator will be charged for the time **SBC-13STATE** employees spend traveling and will be based on fifteen (15)-minute increments.

20.2.19 Adjacent On-site Structure Arrangements

20.2.19.1 Adjacent On-site Structure Arrangements

20.2.19.1.1 If a Collocator elects to provide an Adjacent On-site structure as described in Section 6.1.1 E. preceding, when all available space is Legitimately Exhausted inside **SBC-13STATE** Eligible Structure, **SBC-13STATE** will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-Site Structure Arrangement request. Rates and charges are found in the Collocation Rate Summary of this Appendix. In addition, should the

Collocator elect to have **SBC-13STATE** provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

20.2.19.2 Adjacent On-site Planning Fee

20.2.19.2.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and **SBC-13STATE** on an Adjacent On-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

20.2.20 Adjacent Off-site Arrangement

20.2.20.1 Adjacent Off-site Structure Arrangements

20.2.20.1.1 If the Collocator elects to provide an Adjacent Off-site structure as defined in Section 2.0. of this Appendix and as described in Section 6.1.1 (E) preceding, when all available space is Legitimately Exhausted inside **SBC-13STATE** Eligible Structure and Collocator's Adjacent On-site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, **SBC-13STATE** will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of **SBC-13STATE**'s Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are as found in the Collocation Rate Summary of this Appendix.

20.2.20.2 Planning Fee Adjacent Off-site Arrangement

20.2.20.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and **SBC-13STATE** on Adjacent Off-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary of this Appendix.

20.2.21 Conduit Space for Adjacent Off-site Arrangement

20.2.21.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between **SBC-13STATE** designated manhole and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

20.2.22 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

20.2.22.1 A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

20.2.23 Miscellaneous Charges (Optional)

20.2.23.1 Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or Cabinet.

20.2.24 Collocation to Collocation Connection

20.2.24.1 This rate element includes physical-to-physical and physical-to-virtual connection options.

20.2.24.1.1 Fiber Cable (12 Fibers)

20.2.24.1.1.1 This rate element is for **SBC-13STATE** to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate.

20.2.24.1.2 Copper Cable (28 DS1s)

20.2.24.1.2.1 This rate element is for **SBC-13STATE** to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

20.2.24.1.3 Coax Cable (1 DS3)

20.2.24.1.3.1 This rate element is for **SBC-13STATE** to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

20.2.24.1.4 Cable Racking and Hole

20.2.24.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two collocation arrangements and the required terminations at each physical collocation arrangement(s) at an Eligible Structure.

20.2.24.1.5 Route Design

20.2.24.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a nonrecurring charge.

21. RATES AND CHARGES – ILEC PRICING SCHEDULE (See the Collocation Rate Summary of this Appendix)

22. CDOW (SBC-13STATEs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an **SBC-13STATE** Approved Vendor, or when **SBC-13STATE** does not install the interconnection or power cabling the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not cabling related, See Section 20.2.9 and Section 22.4.1, within this Appendix.

22.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and **SBC-13STATE** Main Distribution Frame or its equivalent by **SBC-13STATE** Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If

Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 22.2 below. If Collocator selects this option, **SBC-13STATE** will install and stencil termination blocks or panels at **SBC-13STATE** Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found in Section 22.3 (1-7). The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication TP 76300MP for installation of equipment and facilities.

22.2 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) by using an **SBC-13STATE** Approved Power Installation Vendor. When **SBC-13STATE** designated power termination point is at the Power Plant Primary Distribution, the Collocator's **SBC-13STATE** Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact **SBC-13STATE** Project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to **SBC-13STATE** Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 22.1 above. Intervals and provisioning for this option are found in Section 22.3 (1-7). The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication TP 76300MP for installation of equipment and facilities.

22.3 Interval (Collocator Installs Interconnection and Power Cabling)

22.3.1 The intervals set forth in this Section 22.3 apply only when **SBC-13STATE** does not install the interconnection or power cabling. **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.

22.3.2 The delivery interval relates to the period in which **SBC-13STATE** shall construct and turnover to the Collocator's 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 Collocator must provide **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 50% payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided **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. Dedicated Space is not reserved until **SBC-13STATE**'s receipt of the confirmatory

response in writing from the Collocator with applicable fees. To complete the provisioning interval of a collocation arrangement **SBC-13STATE** will finish construction in accordance with Collocator's application and turn space over to Collocator.

22.3.3 The delivery interval for Caged or Cageless 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, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

22.3.3.1 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.

Table (1)

Number of All Applications submitted by One Collocator per 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

22.3.3.2 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) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application, subject to section 6.1.10, and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a metering area, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Eligible Structure Physical Collocation is requested:

22.3.3.3 If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/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 iron/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.

22.3.4 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) and Cable Facilities Assignments (CFA) will be provided to the Collocator by **SBC-13STATE**.

22.3.5 The Collocator may request the following items as an interconnection cabling Augment, the Collocator must submit a complete and accurate Physical Collocation Application:

- up to 168 DS1 connections and/or
- up to 48 DS3 connections and/or
- up to 400 Copper (shielded or nonshielded) cable pair connections
- up to 12 fiber pair connections

22.3.5.1 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 staggering intervals,provided in table 2 below.

22.3.5.2 This application must include an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

22.3.5.3 The delivery interval for the above Augments 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 iron/racking and additional power.

22.3.5.4 The delivery 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.

Table (2)

Number of All Applications submitted by One Collocator per 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	35 calendar days
11- 20	60 calendar days	65 calendar days

22.3.5.5 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) 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.

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 iron/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 iron/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.

22.3.6 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval, This interval shall not be greater than an applicable interval offered on an initial application

22.3.7 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 job 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 Collocator and/or vendor to provide floor plans of space and the preliminary route design for the placements and measurements of interconnection and power cabling.

22.3.8 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 the 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. ASI's approved vendor may gain access to their assigned space during the parallel work, pursuant to **SBC13-STATES's** security access requirements in Section 13 of this Appendix.

22.4 Rates Elements for **SBC-13STATE** Central Offices: Collocator Doing Own Work:

22.4.1 Caged Collocation

22.4.1.1 When Collocator constructs its own cage and related equipment, the Collocator will be subject to the AC Circuit Placement charge, which includes 4" conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary of this Appendix. This is expressed as a non-recurring charge per sq. ft. of floor space requested.

22.4.2 DC Power Arrangement Provisioning

22.4.2.1 When the Collocator selects the option to provide and install its power cable by a **SBC-13STATE** Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to **SBC-13STATE** Battery Distribution Fuse Bay or Power Plant Primary Distribution, but **SBC-13STATE** approved power installation vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers **SBC-13STATE** Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary of this Appendix.

22.4.3 Entrance Fiber Optic Cable Arrangement

22.4.3.1 When the Collocator selects the option to pull the Collocator's provided fire retardant entrance fiber optic cable under **SBC-13STATE** observation, through **SBC-13STATE** cable vault to the Collocator's equipment with **SBC-13STATE** approved vendor, only the construction and route design charge will apply. The Collocator will not be permitted access to the cable vault, but **SBC-13STATE** approved vendor will have access. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

22.4.4 DS0 Voice Grade Interconnection Cable Arrangement

22.4.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an **SBC-13STATE** approved vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

22.4.5 DS-1 Interconnection Cable Arrangement to DCS

22.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

22.4.6 DS-1 Interconnection Cable Arrangement to DSX

22.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

22.4.7 DS-3 Interconnection Cable Arrangement to DCS

22.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 22 (G).

22.4.8 DS-3 Interconnection Cable Arrangement to DSX

22.4.8.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

22.4.9 Fiber Interconnection Cable Arrangement

22.4.9.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

22.4.10 Collocation to Collocation Connection

22.4.10.1 This rate element includes virtual to virtual, and virtual to physical connection options.

22.4.10.1.1 Fiber Cable

22.4.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

22.4.10.1.2 Copper Cable

22.4.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

22.4.10.1.3 Coax Cable

22.4.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

22.4.10.1.4 Cable Racking and Hole

22.4.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary of this Appendix.

22.4.10.1.5 Route Design

22.4.10.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Collocation Rate Summary of this Appendix.

Pacific Bell Telephone Company d/b/a SBC CALIFORNIA
Non-Recurring
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	NON-RECURRING											
	Service Order								Channel			
	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
Call Transfer Disconnect - Restricted	**$0.16**	**FG3RE**	**$0.16**	**FG3RE**	**$0.16**	**FG3RE**						
Call Transfer Disconnect - Unrestricted	**$0.16**	**FG3UN**	**$0.16**	**FG3UN**	**$0.16**	**FG3UN**						
Anonymous Call rejection	**$0.16**	**CRE**	**$0.16**	**CRE**	**$0.16**	**CRE**						
Call Waiting ID	**$0.16**	**NWL**	**$0.16**	**NWL**	**$0.16**	**NWL**						
LINK												
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	$64.12	HOX55	$50.74	HOX56	$53.98	HOX57	$48.30	HOCH7	$29.32	$10.58	$11.59	$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	$35.68	XOX55	$21.93	XOX56	$24.40	XOX57	$19.94	SOCH7	$29.32	$10.58	$11.59	$0.00
4 WIRE - INITIAL (MECHANIZED)	$0.16		$0.16		$0.16		$0.00		$29.32	$10.58	$11.59	$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.75	HOX55	$3.70	HOX56	$1.97	HOX57	$0.00	HOCH7	$19.27	$7.55	$0.00	$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.75	XOX55	$3.70	XOX56	$1.97	XOX57	$0.00	SOCH7	$19.27	$7.55	$0.00	$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	$0.00		$0.00		$0.00		$0.00		$19.27	$7.55	$0.00	$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	$58.50	HOX12	$49.76	HOX14	$53.13	HOX13	$48.22	HOCH2	$18.97	$8.68	$15.69	$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	$30.43	XOX12	$21.38	XOX14	$24.74	XOX13	$19.91	SOCH2	$18.97	$8.68	$15.69	$0.00
ASSURED - INITIAL (MECHANIZED)	$0.16	MOX12	$0.16	MOX14	$0.16	MOX13	$0.00		$18.97	$8.68	$15.69	$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.29	HOX12	$1.88	HOX14	$2.05	HOX13	$0.00	HOCH2	$12.74	$5.85	$0.00	$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	$3.29	XOX12	$1.88	XOX14	$2.05	XOX13	$0.00	SOCH2	$12.74	$5.85	$0.00	$0.00
ASSURED - ADDITIONAL (MECHANIZED)	$0.00	MOX12	$0.00	MOX14	$0.00	MOX13	$0.00		$12.74	$5.85	$0.00	$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	$58.50	HOXO8	$49.76	HOX1O	$53.13	HOX69	$48.22	HOCH2	$18.87	$8.71	$15.76	$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	$30.43	XOXO8	$21.38	XOX1O	$24.74	XOX60	$19.91	SOCH2	$18.87	$8.71	$15.76	$0.00
BASIC - INITIAL (MECHANIZED)	$0.16	MOXO8	$0.16	MOX1O	$0.16	MOX69	$0.00		$18.87	$8.71	$15.76	$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.29	HOXO8	$1.88	HOX1O	$2.05	HOX69	$0.00	HOCH2	$12.88	$5.87	$0.00	$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE))	$3.29	XOXO8	$1.88	XOX1O	$2.05	XOX60	$0.00	SOCH2	$12.88	$5.87	$0.00	$0.00
BASIC - ADDITIONAL (MECHANIZED)	$0.00	MOXO8	$0.00	MOX1O	$0.00	MOX69	$0.00		$12.88	$5.87	$0.00	$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	$64.12	HOX32	$50.74	HOX34	$53.98	HOX33	$48.30	HOCH2	$18.86	$8.71	$15.76	$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	$35.68	XOX32	$21.93	XOX34	$24.40	XOX33	$19.94	SOCH2	$18.86	$8.71	$15.76	$0.00
ISDN LINK - INITIAL (MECHANIZED)	$0.16	MOX32	$0.16	MOX34	$0.16		$0.00		$18.86	$8.71	$15.76	$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.75	HOX32	$3.70	HOX34	$1.97	HOX33	$0.00	HOCH2	$12.88	$5.78	$0.00	$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.75	XOX32	$3.70	XOX34	$1.97	XOX33	$0.00	SOCH2	$12.88	$5.78	$0.00	$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	$0.00	MOX32	$0.00	MOX34	$0.00		$0.00		$12.88	$5.78	$0.00	$0.00
PBX LINK - INITIAL (MANUAL/FAX - COMPLEX)	$57.53	HOXO8	$48.94	HOX1O	$52.25	HOX33	$47.42	HOCH2	$18.56	$8.57	$15.50	$0.00
PBX LINK - INITIAL (CESAR/LEX - COMPLEX)	$29.93	XOXO8	$21.03	XOX1O	$24.33	XOX33	$19.58	SOCH2	$18.56	$8.57	$15.50	$0.00
PBX LINK - INITIAL (MECHANIZED)	$0.16	MOXO8	$0.16	MOX1O	$0.16		$0.00		$18.56	$8.57	$15.50	$0.00
PBX LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.24	HOXO8	$1.85	HOX1O	$2.02	HOX33	$0.00	HOCH2	$12.67	$5.77	$0.00	$0.00
PBX LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.24	XOXO8	$1.85	XOX1O	$2.02	XOX33	$0.00	SOCH2	$12.67	$5.77	$0.00	$0.00
PBX LINK - ADDITIONAL (MECHANIZED)	$0.00	MOXO8	$0.00	MOX1O	$0.00		$0.00		$12.67	$5.77	$0.00	$0.00
COIN LINK - INITIAL (MANUAL/FAX - COMPLEX)	$57.53	HOXO8	$48.94	HOXO8	$52.25	HOX33	$47.42	HOCH2	$18.56	$8.57	$15.50	$0.00
COIN LINK - INITIAL (CESAR/LEX - COMPLEX)	$29.93	XOXO8	$21.03	XOXO8	$24.33	XOX33	$19.58	SOCH2	$18.56	$8.57	$15.50	$0.00
COIN LINK - INITIAL (MECHANIZED)	$0.16	MOXO8	$0.16	MOXO8	$0.16		$0.00		$18.56	$8.57	$15.50	$0.00
COIN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.24	HOXO8	$1.85	HOXO8	$2.02	HOX33	$0.00	HOCH2	$12.67	$5.77	$0.00	$0.00
COIN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.24	XOXO8	$1.85	XOXO8	$2.02	XOX33	$0.00	SOCH2	$12.67	$5.77	$0.00	$0.00
COIN LINK - ADDITIONAL (MECHANIZED)	$0.00	MOXO8	$0.00	MOXO8	$0.00		$0.00		$12.67	$5.77	$0.00	$0.00

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	NON-RECURRING											
				Service Order					Channel			
	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
DSL CAPABLE LOOPS:												
2-Wire Digital Loop ISDN/IDSL												
Initial - manual/fax - complex	$64.12	HOX32	$50.74	HOX34	$53.98	HOX33	$48.30	HOCH2	$18.86	$8.71	$15.76	$0.00
Initial - cesar/lex - complex	$35.68	XOX32	$21.93	XOX34	$24.40	XOX33	$19.94	SOCH2	$18.86	$8.71	$15.76	$0.00
Initial - mechanized	$0.16	MOX32	$0.16	MOX34	$0.16	MOX33	$0.00		$18.86	$8.71	$15.76	$0.00
Additional - manual/fax - complex	$3.75	HOX32	$3.70	HOX34	$1.97	HOX33	$0.00	HOCH2	$12.88	$5.78	$0.00	$0.00
Additional - cesar/lex - complex	$3.75	XOX32	$3.70	XOX34	$1.97	XOX33	$0.00	SOCH2	$12.88	$5.78	$0.00	$0.00
Additional - mechanized	$0.00	MOX32	$0.00	MOX34	$0.00	MOX33	$0.00		$12.88	$5.78	$0.00	$0.00
2-Wire xDSL Loop												
PSD #1 - 2-Wire xDSL Loop												
Initial - manual/fax - complex	$58.50	HOX32	$49.76	HOX34	$53.13	HOX33	$48.22	HOCH2	$18.87	$8.71	$15.76	$0.00
Initial - cesar/lex - complex	$30.43	XOX32	$21.38	XOX34	$24.74	XOX33	$19.91	SOCH2	$18.87	$8.71	$15.76	$0.00
Initial - mechanized	$0.16	MOX32	$0.16	MOX34	$0.16	MOX33	$0.00		$18.87	$8.71	$15.76	$0.00
Additional - manual/fax - complex	$3.29	HOX32	$1.88	HOX34	$2.05	HOX33	$0.00	HOCH2	$12.88	$5.87	$0.00	$0.00
Additional - cesar/lex - complex	$3.29	XOX32	$1.88	XOX34	$2.05	XOX33	$0.00	SOCH2	$12.88	$5.87	$0.00	$0.00
Additional - mechanized	$0.00	MOX32	$0.00	MOX34	$0.00	MOX33	$0.00		$12.88	$5.87	$0.00	$0.00
PSD #2 - 2-Wire xDSL Loop												
Initial - manual/fax - complex	$58.50	HOX32	$49.76	HOX34	$53.13	HOX33	$48.22	HOCH2	$18.87	$8.71	$15.76	$0.00
Initial - cesar/lex - complex	$30.43	XOX32	$21.38	XOX34	$24.74	XOX33	$19.91	SOCH2	$18.87	$8.71	$15.76	$0.00
Initial - mechanized	$0.16	MOX32	$0.16	MOX34	$0.16	MOX33	$0.00		$18.87	$8.71	$15.76	$0.00
Additional - manual/fax - complex	$3.29	HOX32	$1.88	HOX34	$2.05	HOX33	$0.00	HOCH2	$12.88	$5.87	$0.00	$0.00
Additional - cesar/lex - complex	$3.29	XOX32	$1.88	XOX34	$2.05	XOX33	$0.00	SOCH2	$12.88	$5.87	$0.00	$0.00
Additional - mechanized	$0.00	MOX32	$0.00	MOX34	$0.00	MOX33	$0.00		$12.88	$5.87	$0.00	$0.00
PSD #3 - 2-Wire xDSL Loop												
Initial - manual/fax - complex	$58.50	HOX32	$49.76	HOX34	$53.13	HOX33	$48.22	HOCH2	$18.87	$8.71	$15.76	$0.00
Initial - cesar/lex - complex	$30.43	XOX32	$21.38	XOX34	$24.74	XOX33	$19.91	SOCH2	$18.87	$8.71	$15.76	$0.00
Initial - mechanized	$0.16	MOX32	$0.16	MOX34	$0.16	MOX33	$0.00		$18.87	$8.71	$15.76	$0.00
Additional - manual/fax - complex	$3.29	HOX32	$1.88	HOX34	$2.05	HOX33	$0.00	HOCH2	$12.88	$5.87	$0.00	$0.00
Additional - cesar/lex - complex	$3.29	XOX32	$1.88	XOX34	$2.05	XOX33	$0.00	SOCH2	$12.88	$5.87	$0.00	$0.00
Additional - mechanized	$0.00	MOX32	$0.00	MOX34	$0.00	MOX33	$0.00		$12.88	$5.87	$0.00	$0.00
PSD #4 - 2-Wire xDSL Loop												
Initial - manual/fax - complex	$58.50	HOX32	$49.76	HOX34	$53.13	HOX33	$48.22	HOCH2	$18.87	$8.71	$15.76	$0.00
Initial - cesar/lex - complex	$30.43	XOX32	$21.38	XOX34	$24.74	XOX33	$19.91	SOCH2	$18.87	$8.71	$15.76	$0.00
Initial - mechanized	$0.16	MOX32	$0.16	MOX34	$0.16	MOX33	$0.00		$18.87	$8.71	$15.76	$0.00
Additional - manual/fax - complex	$3.29	HOX32	$1.88	HOX34	$2.05	HOX33	$0.00	HOCH2	$12.88	$5.87	$0.00	$0.00
Additional - cesar/lex - complex	$3.29	XOX32	$1.88	XOX34	$2.05	XOX33	$0.00	SOCH2	$12.88	$5.87	$0.00	$0.00
Additional - mechanized	$0.00	MOX32	$0.00	MOX34	$0.00	MOX33	$0.00		$12.88	$5.87	$0.00	$0.00
PSD #5 - 2-Wire xDSL Loop												
Initial - manual/fax - complex	$58.50	HOX32	$49.76	HOX34	$53.13	HOX33	$48.22	HOCH2	$18.87	$8.71	$15.76	$0.00
Initial - cesar/lex - complex	$30.43	XOX32	$21.38	XOX34	$24.74	XOX33	$19.91	SOCH2	$18.87	$8.71	$15.76	$0.00
Initial - mechanized	$0.16	MOX32	$0.16	MOX34	$0.16	MOX33	$0.00		$18.87	$8.71	$15.76	$0.00
Additional - manual/fax - complex	$3.29	HOX32	$1.88	HOX34	$2.05	HOX33	$0.00	HOCH2	$12.88	$5.87	$0.00	$0.00
Additional - cesar/lex - complex	$3.29	XOX32	$1.88	XOX34	$2.05	XOX33	$0.00	SOCH2	$12.88	$5.87	$0.00	$0.00
Additional - mechanized	$0.00	MOX32	$0.00	MOX34	$0.00	MOX33	$0.00		$12.88	$5.87	$0.00	$0.00
PSD #7 - 2-Wire xDSL Loop												
Initial - manual/fax - complex	$58.50	HOX32	$49.76	HOX34	$53.13	HOX33	$48.22	HOCH2	$18.87	$8.71	$15.76	$0.00
Initial - cesar/lex - complex	$30.43	XOX32	$21.38	XOX34	$24.74	XOX33	$19.91	SOCH2	$18.87	$8.71	$15.76	$0.00
Initial - mechanized	$0.16	MOX32	$0.16	MOX34	$0.16	MOX33	$0.00		$18.87	$8.71	$15.76	$0.00
Additional - manual/fax - complex	$3.29	HOX32	$1.88	HOX34	$2.05	HOX33	$0.00	HOCH2	$12.88	$5.87	$0.00	$0.00
Additional - cesar/lex - complex	$3.29	XOX32	$1.88	XOX34	$2.05	XOX33	$0.00	SOCH2	$12.88	$5.87	$0.00	$0.00
Additional - mechanized	$0.00	MOX32	$0.00	MOX34	$0.00	MOX33	$0.00		$12.88	$5.87	$0.00	$0.00
4-Wire xDSL Loop												
PSD #3 - 4-Wire xDSL Loop												

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	NON-RECURRING											
				Service Order					Channel			
	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
Initial - manual/fax - complex	$64.12	HOX32	$50.74	HOX34	$53.98	HOX33	$48.30	HOCH2	$29.32	$10.58	$11.59	$0.00
Initial - cesar/lex - complex	$35.68	XOX32	$21.93	XOX34	$24.40	XOX33	$19.94	SOCH2	$29.32	$10.58	$11.59	$0.00
Initial - mechanized	$0.16	MOX32	$0.16	MOX34	$0.16	MOX33	$0.00		$29.32	$10.58	$11.59	$0.00
Additional - manual/fax - complex	$3.75	HOX32	$3.70	HOX34	$1.97	HOX33	$0.00	HOCH2	$19.27	$7.55	$0.00	$0.00
Additional - cesar/lex - complex	$3.75	XOX32	$3.70	XOX34	$1.97	XOX33	$0.00	SOCH2	$19.27	$7.55	$0.00	$0.00
Additional - mechanized	$0.00	MOX32	$0.00	MOX34	$0.00	MOX33	$0.00		$18.95	$7.43	$0.00	$0.00
**** The Parties acknowledge and agree the rates set forth for Channel Connections are interim and subject to true-up pending state established rates.**												
NETWORK INTERFACE DEVICE (NID)												
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPLE/COMPLEX)	$47.31	HSNID	$0.00		$0.00		$0.00		$39.19	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	$18.03	PSNID	$0.00		$0.00		$0.00		$39.19	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	$0.16		$0.00		$0.00		$0.00		$39.19	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - (SIMPLE/COMPLEX)	$47.31	HCNID	$0.00		$0.00		$0.00		$61.33	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX - (SIMPLE/COMPLEX))	$18.03	PCNID	$0.00		$0.00		$0.00		$61.33	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	$0.16		$0.00		$0.00		$0.00		$61.33	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX - SIMPLE/COMPLEX)	$0.00	HCNID	$0.00		$0.00		$0.00		$15.26	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX - (SIMPLE/COMPLEX))	$0.00	PCNID	$0.00		$0.00		$0.00		$15.26	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	$0.00		$0.00		$0.00		$0.00		$15.26	$0.00	$0.00	$0.00

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Old Monthly Recurring and/or Resale Discount %	NRC Initial	NRC Additional
					"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
This Pricing Appendix contains certain recurring rates established with final rates in D. 04-09-063.						
NETWORK ELEMENTS						NRC
NETWORK INTERFACE DEVICE (NID)		**NETWORK INTERFACE DEVICE (NID)**			**NRC Initial**	**Additional**
NID Interface		NID to NID Crossonnect		NRO	@	@
NID Premise Visit		NID to NID Crossonnect		NRO	@	@
LOOPS		**LINKS**				
2-Wire Analog Zone 1	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire		$ 9.64	@	@
2-Wire Analog Zone 2	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire		$ 13.01	@	@
2-Wire Analog Zone 3	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire		$ 26.87	@	@
2-Wire Analog Statewide /1/	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire		$ 11.93	@	@
4-Wire Analog Zone 1	LK4WA	4-Wire Link		$ 20.49	@	@
4-Wire Analog Zone 2	LK4WA	4-Wire Link		$ 24.79	@	@
4-Wire Analog Zone 3	LK4WA	4-Wire Link		$ 37.02	@	@
4-Wire Analog Statewide /1/	LK4WA	4-Wire Link		$ 22.79	@	@
4-Wire - CO Facility Interface Connection	3F74X	4-Wire - CO Facility Interface Connection		$3.11	@	@
2-wire Digital Zone 1	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option		$ 10.15	@	@
2-wire Digital Zone 2	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option		$ 13.56	@	@
2-wire Digital Zone 3	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option		$ 27.46	@	@
2-wire Digital Statewide /1/	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option		$12.46	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 1	LKBRC/LKP/LKPAA	PBX Loop Option		$ 1.15	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 2	LKBRC/LKP/LKPAA	PBX Loop Option		$ 1.12	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 3	LKBRC/LKP/LKPAA	PBX Loop Option		$ 0.96	@	@
PBX Option (in addition to regular 2-Wire loop charges) Statewide /1	LKBRC/LKP/LKPAA	PBX Loop Option		$ 1.13	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 1	LKDBO/LKDTO	Coin Loop Option		$ 0.61	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 2	LKDBO/LKDTO	Coin Loop Option		$ 0.59	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 3	LKDBO/LKDTO	Coin Loop Option		$ 0.51	@	@
Coin Option (in addition to regular 2-Wire loop charges) Statewide /1	LKDBO/LKDTO	Coin Loop Option		$ 0.60	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 1	See 2 wire digital	ISDN Loop Option		$ 0.51	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 2	See 2 wire digital	ISDN Loop Option		$ 0.55	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 3	See 2 wire digital	ISDN Loop Option		$ 0.59	@	@
ISDN Option (in addition to regular 2-wire loop charges) Statewide /1	See 2 wire digital	ISDN Loop Option		$ 0.53	@	@
IDSL Capable Loop Option						
Zone 1		Basic - 2 Wire + ISDN Option		$10.15	@	@
Zone 2		Basic - 2 Wire + ISDN Option		$13.56	@	@
Zone 3		Basic - 2 Wire + ISDN Option		$27.46	@	@
Statewide		Basic - 2 Wire + ISDN Option		$12.46	@	@
DSL Capable Loops:						
2-Wire xDSL Loop						
PSD #1 - 2-Wire xDSL Loop Zone 1	2SLAX	NA		$ 9.64	@	@
PSD #1 - 2-Wire xDSL Loop Zone 2	2SLAX	NA		$ 13.01	@	@
PSD #1 - 2-Wire xDSL Loop Zone 3	2SLAX	NA		$ 26.87	@	@
PSD #1 - 2-Wire xDSL Loop Statewide /1/	2SLAX	NA		$ 11.93	@	@
PSD #2 - 2-Wire xDSL Loop Zone 1	2SLBX	NA		$ 9.64	@	@
PSD #2 - 2-Wire xDSL Loop Zone 2	2SLBX	NA		$ 13.01	@	@
PSD #2 - 2-Wire xDSL Loop Zone 3	2SLBX	NA		$ 26.87	@	@
PSD #2 - 2-Wire xDSL Loop Statewide /1/	2SLBX	NA		$ 11.93	@	@
PSD #3 - 2-Wire xDSL Loop Zone 1	2SLCX	NA		$ 9.64	@	@
PSD #3 - 2-Wire xDSL Loop Zone 2	2SLCX	NA		$ 13.01	@	@
PSD #3 - 2-Wire xDSL Loop Zone 3	2SLCX	NA		$ 26.87	@	@
PSD #3 - 2-Wire xDSL Loop Statewide /1/	2SLCX	NA		$ 11.93	@	@
PSD #4 - 2-Wire xDSL Loop Zone 1	2SLDX	NA		$ 9.64	@	@
PSD #4 - 2-Wire xDSL Loop Zone 2	2SLDX	NA		$ 13.01	@	@
PSD #4 - 2-Wire xDSL Loop Zone 3	2SLDX	NA		$ 26.87	@	@
PSD #4 - 2-Wire xDSL Loop Statewide /1/	2SLDX	NA		$ 11.93	@	@
PSD #5 - 2-Wire xDSL Loop Zone 1	U2F	NA		$ 9.64	@	@
PSD #5 - 2-Wire xDSL Loop Zone 2	U2F	NA		$ 13.01	@	@
PSD #5 - 2-Wire xDSL Loop Zone 3	U2F	NA		$ 26.87	@	@
PSD #5 - 2-Wire xDSL Loop Statewide /1/	U2F	NA		$ 11.93	@	@
PSD #7 - 2-Wire xDSL Loop Zone 1	2SLFX	NA		$ 9.64	@	@
PSD #7 - 2-Wire xDSL Loop Zone 2	2SLFX	NA		$ 13.01	@	@
PSD #7 - 2-Wire xDSL Loop Zone 3	2SLFX	NA		$ 26.87	@	@
PSD #7 - 2-Wire xDSL Loop Statewide /1/	2SLFX	NA		$ 11.93	@	@
4-Wire xDSL Loop						
PSD #3 - 4-Wire xDSL Loop Zone 1	4SL1X	NA		$ 20.49	@	@
PSD #3 - 4-Wire xDSL Loop Zone 2	4SL1X	NA		$ 24.79	@	@
PSD #3 - 4-Wire xDSL Loop Zone 3	4SL1X	NA		$ 37.02	@	@
PSD #3 - 4-Wire xDSL Loop Statewide /1/	4SL1X	NA		$ 22.79	@	@
Jack Panel	CCAJP	NA		$ 1.68	N/A	N/A
LST						
LST performed on CODSLAM Loop	URCLD	NA		N/A	$203.04	N/A
LST performed on Sub Loop	URCLB	NA		N/A	$176.71	N/A
Loop Qualification Process						
Loop Qualification Process - Mechanized	NR98U	NA		N/A	$ 0.10	N/A
Loop Qualification Process - Manual	NRBXU	NA		N/A	TBD	NA
DSL Conditioning Options						
Removal of Repeaters	NRBXV	NA		NA	$ 246.30	$ 21.17
Incremental Removal of Repeater (> than 17.5 Kft. same location/same cable)	NRBNL	NA		NA	$ 246.30	$ 21.17

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Old Monthly Recurring and/or Resale Discount %	NRC Initial	NRC Additional
					"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)	NRBNP	NA		NA	$ 81.06	$ 21.17
Removal of Bridged Taps and Repeaters	NRBXH	NA		NA	$ 787.66	$ 56.06
Incremental Removal of Bridged Taps and Repeaters (> than 17.5Kft. Same location/same cable)	NRBTV	NA		NA	$ 506.31	$ 38.61
Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)	NRBTW	N/A		NA	$ 177.15	$ 38.61
Removal of Bridged Taps	NRBXW	N/A		NA	$ 588.17	$ 34.89
Incremental Removal of Bridged Tap (> than 17.5 Kft. same location/same cable)	NRBNK	N/A		NA	$ 294.08	$ 17.44
Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)	NRBNN	N/A		NA	$ 96.10	$ 17.44
Removal of Bridged Taps and Load Coils	NRBXF	N/A		NA	$ 1,321.41	$ 64.10
Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)	NRBM8	N/A		NA	$ 534.25	$ 26.78
Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)	NRBM9	N/A		NA	$ 197.66	$ 26.78
Removal of Load Coils	NRBXZ	N/A		NA	$ 780.05	$ 29.22
Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)	NRBNJ	N/A		NA	$ 260.02	$ 9.34
Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)	NRBNH	N/A		NA	$ 101.56	$ 9.34
SUB-LOOPS						**NRC**
ECS to SAI sub-loop						
2 Wire Analog	U6LSA	NA		$ 0.89	N/A	N/A
4 Wire Analog	U6LSA	NA		$ 5.73	N/A	N/A
2 Wire DSL	U6LSA	NA		$ 0.89	N/A	N/A
4 Wire DSL	U6LSA	NA		$ 5.73	N/A	N/A
ECS to Terminal sub-loop						
2 Wire Analog	U6LSB	NA		$ 4.92	N/A	N/A
4 Wire Analog	U6LSB	NA		$ 13.08	N/A	N/A
2 Wire DSL	U6LSB	NA		$ 4.92	N/A	N/A
4 Wire DSL	U6LSB	NA		$ 13.08	N/A	N/A
ECS to NID sub-loop						
2 Wire Analog	U6LSC	NA		$ 6.67	N/A	N/A
4 Wire Analog	U6LSC	NA		$ 19.52	N/A	N/A
2 Wire DSL	U6LSC	NA		$ 6.67	N/A	N/A
4 Wire DSL	U6LSC	NA		$ 19.52	N/A	N/A
SAI to Terminal sub-loop						
2 Wire Analog	U6LSS	NA		$ 4.92	N/A	N/A
4 Wire Analog	U6LSS	NA		$ 13.08	N/A	N/A
2 Wire DSL	U6LSS	NA		$ 4.92	N/A	N/A
4 Wire DSL	U6LSS	NA		$ 13.08	N/A	N/A
SAI to NID sub-loop						
2 Wire Analog	U6LST	NA		$ 6.67	N/A	N/A
4 Wire Analog	U6LST	NA		$ 19.52	N/A	N/A
2 Wire DSL	U6LST	NA		$ 6.67	N/A	N/A
4 Wire DSL	U6LST	NA		$ 19.52	N/A	N/A
Terminal to NID sub-loop						
2 Wire Analog	U6LSU	NA		$ 2.96	N/A	N/A
4 Wire Analog	U6LSU	NA		$ 8.25	N/A	N/A
2 Wire DSL	U6LSU	NA		$ 2.96	N/A	N/A
4 Wire DSL	U6LSU	NA		$ 8.25	N/A	N/A
SUB-LOOP Non-Recurring Charges						**NRC**
2-Wire DSL - Simple					**NRC Initial**	**Additional**
Crossconnects, per line - (MANUAL/FAX)	UCSC1	NA		N/A	$ 271.57	$ 77.49
Crossconnects, per line - (CESAR/LEX))	UCSC2	NA		N/A	$ 207.30	$ 77.49
Crossconnects, per line - (MECHANIZED)	UCSC3	NA		N/A	$ 148.69	$ 71.59
2-Wire DSL - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCSC4	NA		N/A	$ 242.79	$ 53.85
Crossconnects, per line - (CESAR/LEX))	UCSC5	NA		N/A	$ 178.52	$ 53.85
Crossconnects, per line - (MECHANIZED)	UCSC6	NA		N/A	$ 119.91	$ 47.96
2-Wire Analog - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCSC1	NA		N/A	$ 271.57	$ 77.49
Crossconnects, per line - (CESAR/LEX))	UCSC2	NA		N/A	$ 207.30	$ 77.49
Crossconnects, per line - (MECHANIZED)	UCSC3	NA		N/A	$ 148.69	$ 71.59
2-Wire Analog - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCSC4	NA		N/A	$ 242.79	$ 53.85
Crossconnects, per line - (CESAR/LEX))	UCSC5	NA		N/A	$ 178.52	$ 53.85
Crossconnects, per line - (MECHANIZED)	UCSC6	NA		N/A	$ 119.91	$ 47.96
2-Wire ISDN - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCSC1	NA		N/A	$ 247.58	$ 64.64
Crossconnects, per line - (CESAR/LEX))	UCSC2	NA		N/A	$ 182.41	$ 64.64
Crossconnects, per line - (MECHANIZED)	UCSC3	NA		N/A	$ 117.17	$ 56.16
2-Wire ISDN - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCSC4	NA		N/A	$ 250.32	$ 56.45
Crossconnects, per line - (CESAR/LEX))	UCSC5	NA		N/A	$ 185.15	$ 56.45
Crossconnects, per line - (MECHANIZED)	UCSC6	NA		N/A	$ 119.91	$ 47.96
4-Wire DSL - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCNC1	NA		N/A	$ 332.25	$ 97.04
Crossconnects, per line - (CESAR/LEX))	UCNC2	NA		N/A	$ 267.07	$ 97.04
Crossconnects, per line - (MECHANIZED)	UCNC3	NA		N/A	$ 201.84	$ 88.55
4-Wire DSL - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCNC4	NA		N/A	$ 310.64	$ 69.07
Crossconnects, per line - (CESAR/LEX))	UCNC5	NA		N/A	$ 245.47	$ 69.07
Crossconnects, per line - (MECHANIZED)	UCNC6	NA		N/A	$ 180.23	$ 60.59

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Old Monthly Recurring and/or Resale Discount %	NRC Initial "@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional
4-Wire Analog - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCNC1	NA		N/A	$ 332.25	$ 97.04
Crossconnects, per line - (CESAR/LEX))	UCNC2	NA		N/A	$ 267.07	$ 97.04
Crossconnects, per line - (MECHANIZED)	UCNC3	NA		N/A	$ 201.84	$ 88.55
4-Wire Analog - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCNC4	NA		N/A	$ 310.64	$ 69.07
Crossconnects, per line - (CESAR/LEX))	UCNC5	NA		N/A	$ 220.49	$ 69.07
Crossconnects, per line - (MECHANIZED)	UCNC6	NA		N/A	$ 180.23	$ 60.59
Cross Connects for the Adjacent Location Method for Accessing UNEs						
Termination of CLEC Cable		NA		ICB		
Loops						
2 wire analog loop to Adjacent Location Method point of access	UXRAA	NA		$ 0.45		
4 wire analog loop to Adjacent Location Method point of access	UXRBA	NA		$ 0.85		
2 wire digital loop to Adjacent Location Method point of access	UXRAA	NA		$ 0.45		
Cross Connects for UNE Connection Methods						
Analog Loop to the UNE Connection Methods point of access						
2-Wire Mth 1	UXRA1	NA		$ 1.57		
Mth 2	UXRA2	NA		$ 1.62		
Mth 3	UXRA5	NA		$ 1.68		
4-Wire Mth 1	UXRB1	NA		$ 3.14		
Mth 2	UXRB2	NA		$ 3.24		
Mth 3	UXRB5	NA		$ 3.36		
Digital Loop to the UNE Connection Methods Point of Access						
2-Wire Mth 1	UXRA1	NA		$ 1.57		
Mth 2	UXRA2	NA		$ 1.62		
Mth 3	UXRA5	NA		$ 1.68		
Routine Modifications						
Routine Modifications to Existing Facilities	NA	NA		NA	NA	
CROSS CONNECTS TO COLLOCATION		**CROSS CONNECTS TO COLLOCATION**				**NRC**
EISCC Combined with Loop to Collocation		Voice Grade/ISDN			**NRC Initial**	**Additional**
Basic	CCDSO	EISCC		$ 0.40	@	@
Jack Panel	CCJAP	Jack Panel		$ 1.68	@	@
DS-0		DS-0				
EISCC Combined with Loop to Collocation	C2CB4	EISCC		$ 25.20	@	@
Jack Panel	CCJAP	Jack Panel		$ 5.41	@	@
		N/A				
EISCC Basic to Collocation		N/A				
Basic	CCDSO, AEE1S	N/A		$ 0.40	@	@
Jack Panel	CCJAP	N/A		$ 1.68	@	@
DS-0	C2CB4	N/A		$ 25.20	@	@
Jack Panel	CCJAP	N/A		$ 5.41	@	@
Repeater		N/A				
OTHER						**NRC**
Pole and Duct (Structure)				Annual		
Poles ($/attachment/yr.)*				$ 4.28		
Per Foot Conduit Occupancy Fees						
Inner Duct ($/ft/yr.)				$ 0.47		
Full Duct ($/ft/yr)				$ 0.94		
					Non recurring	
Contract Administration Fee					$ 125.00	
Administrative Record-Keeping Fee					$ 125.00	
*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each						
additional one foot of space, or fraction thereof, rendered unusable by attachment's presence.						
/1/ CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates						
based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant						
to D. 02-02-047. *CLECs may not use both rate structures.*						

TBD- To be Determined
NRO - Nonrecurring only
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NA- Not Applicable

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
2	***NETWORK ELEMENTS***						
3	**Loops**						
4		2-Wire Analog - Metro (Access Area B)	U2HXB	$ 8.84		See NRC prices below	
5		2-Wire Analog - Suburban (Access Area C)	U2HXC	$ 10.38		See NRC prices below	
6		2-Wire Analog - Rural (Access Area D)	U2HXD	$ 11.43		See NRC prices below	
7		2-Wire Ground Start, Analog - Metro (Access Area B)	U2JXB	$ 6.07		See NRC prices below	
8		2-Wire Ground Start, Analog - Suburban (Access Area C)	U2JXC	$ 8.50		See NRC prices below	
9		2-Wire Ground Start, Analog - Rural (Access Area D)	U2JXD	$ 10.02		See NRC prices below	
10		2-Wire Ground Start, DID Business - Metro (Access Area B)	U2WXB	$ 6.07		See NRC prices below	
11		2-Wire Ground Start, DID Business - Suburban (Access Area C)	U2WXC	$ 8.50		See NRC prices below	
12		2-Wire Ground Start, DID Business - Rural (Access Area D)	U2WXD	$ 10.02		See NRC prices below	
13		2-Wire COPTS Coin - Metro (Access Area B)	U2CXB	$ 8.84		See NRC prices below	
14		2-Wire COPTS Coin - Suburban (Access Area C)	U2CXC	$ 10.38		See NRC prices below	
15		2-Wire COPTS Coin - Rural (Access Area D)	U2CXD	$ 11.43		See NRC prices below	
16		2-Wire EKL - Metro (Access Area B)	U2KXB	$ 7.36		See NRC prices below	
17		2-Wire EKL - Suburban (Access Area C)	U2KXC	$ 12.02		See NRC prices below	
18		2-Wire EKL - Rural (Access Area D)	U2KXD	$ 13.35		See NRC prices below	
19		Conditioning for dB Loss				See NRC prices below	
20		4-Wire Analog - Metro (Access Area B)	U4HXB	$ 10.29		See NRC prices below	
21		4-Wire Analog - Suburban (Access AreaC)	U4HXC	$ 16.41		See NRC prices below	
22		4-Wire Analog - Rural (Access Area D)	U4HXD	$ 19.37		See NRC prices below	
23		2-Wire Digital - Metro (Access Area B)	U2QXB	$ 6.38		See NRC prices below	
24		2-Wire Digital - Suburban (Access Area C)	U2QXC	$ 9.34		See NRC prices below	
25		2-Wire Digital - Rural (Access Area D)	U2QXD	$ 10.79		See NRC prices below	
26	**DSL Capable Loops**						
27		**2-Wire xDSL Loop**					
28		PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	2SLA1	$ 8.84		See NRC prices below	
29		PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	2SLA2	$ 10.38		See NRC prices below	
30		PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	2SLA3	$ 11.43		See NRC prices below	
31							
32		PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	2SLC1	$ 8.84		See NRC prices below	
33		PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	2SLC2	$ 10.38		See NRC prices below	
34		PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	2SLC3	$ 11.43		See NRC prices below	
35							
36		PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	2SLB1	$ 8.84		See NRC prices below	
37		PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	2SLB2	$ 10.38		See NRC prices below	
38		PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	2SLB3	$ 11.43		See NRC prices below	
39							
40		PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	2SLD1	$ 8.84		See NRC prices below	
41		PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	2SLD2	$ 10.38		See NRC prices below	
42		PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	2SLD3	$ 11.43		See NRC prices below	
43							
44		PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	UWRA1	$ 8.84		See NRC prices below	
45		PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	UWRA2	$ 10.38		See NRC prices below	
46		PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	UWRA3	$ 11.43		See NRC prices below	
47							
48		PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	2SLF1	$ 8.84		See NRC prices below	
49		PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	2SLF2	$ 10.38		See NRC prices below	
50		PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	2SLF3	$ 11.43		See NRC prices below	
51		**4-Wire xDSL Loop**					
52		PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	4SL11	$ 10.29		See NRC prices below	
53		PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	4SL12	$ 16.41		See NRC prices below	
54		PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	4SL13	$ 19.37		See NRC prices below	
55		**IDSL Capable Loop**					
56		IDSL Loop Access Area B - Metro	UY5FB	$ 6.38		See NRC prices below	
57		IDSL Loop Access Area C - Suburban	UY5FC	$ 9.34		See NRC prices below	
58		IDSL Loop Access Area D - Rural	UY5FD	$ 10.79		See NRC prices below	
59							
60	**Loop Non-Recurring Charges**						
61		Service Ordering - Per Order	SEPUP	N/A		$ 16.02	N/A
62		Service Ordering - Add/Change Per Order	REAH9	NA		$ 16.02	N/A
63		Line Connection - Per Loop	SEPUC	N/A		$ 30.61	N/A
64		Line Connection - Add/Change Per Loop	REAH5	NA		$ 30.61	N/A
65							
66	**Service Coordination fee per account, per CO.**			$ 0.48			
67							
68	**LST**						
69	##	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A		$ 172.76	
70		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A		$ 153.03	
71							
72	**Loop Qualification Process**						
73	**	Loop Qualification Process - Mechanized	NR98U	N/A		$ 0.10	N/A
74	**	Loop Qualification Process - Manual	NRBXU	N/A		$ 22.50	N/A
75							
76	**** Interim loop qualification rates ordered by the PUCO in Docket Nos. 96-922-TP-UNC and 00-1368-TP-ATA, on March 13, 2003 and shall be subject to**						
77	**retroactive true-up upon the establishment of final rate(s) by the PUCO back to the later of: (1) March 13, 2003; (2) the effective date of this Agreement; or**						
78	**(3) the effective date of the Amendment incorporating this Pricing Schedule into the Agreement.**						
79							

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
80	**xDSL Conditioning Options**						
81							
82	***	DSL Generic Conditioning all PSD's > 0KFT and < 17.5 KFT	NRMN6	N/A		$ 10.28	N/A
83	***	DSL Generic Conditioning all PSD's > 17.5 KFT	NRMN7	N/A		$ 66.10	N/A
84							
85	***	**DSL Conditioning Options - >12KFT and < 17.5KFT**					
86	***	Removal of Repeater Options	NRBXV	N/A		$0.00	N/A
87	***	Removal Bridged Tap Option	NRBXW	N/A		$0.00	N/A
88	***	Removal of Load Coil	NRBXZ	N/A		$0.00	N/A
89	***	**DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT**					
90	***	Removal of Repeater Options	NRBNL	N/A		$0.00	N/A
91	***	Removal Bridged Tap Option	NRBNK	N/A		$0.00	N/A
92	***	Removal of Load Coil	NRBNJ	N/A		$0.00	N/A
93	***						
94							
95	***** On March 13, 2003, the PUCO established the following interim, non-recurring loop conditioning rates which shall apply to each CLEC in OH who ordered/orders**						
96	**an xDSL capable loop, the HFPL and /or the HFPCL, subject to retroactive true-up upon the PUCO's establishment of final rates: For loops 17,500 feet in actual**						
97	**loop length or less: $10.28; and for loops greater than 17,500 feet in actual loop length: $66.10 ("Interim PUCO Rates"). However, due to necessary programming**						
98	**changes, these Interim PUCO Rates will not be implemented in OH until in or around December 2003. When implemented, the Parties acknowledge and agree that**						
99	**the Interim PUCO Rates shall automatically apply to this Agrement and shall replace the loop conditioning rates set forth hereinabove effective back to**						
100	**March 13, 2003 ("Rate Effective Date"); and shall apply on a prospective basis until the**						
101	**establishment of final rate(s) by the PUCO. Upon the PUCO's establishment of final loop rate(s), the Interim PUCO Rates shall be subject to retroactive true-up**						
102	**with the PUCO final loop conditioning rate(s) back to the Rate Effective Date.**						
103							
104							
105	**SUB-LOOPS**						
106	##	ECS to SAI sub-loop					
107	##	2 Wire Analog - area B	PENDING	$ 0.95		See NRC prices below	
108	##	2 Wire Analog - Area C	PENDING	$ 1.16		See NRC prices below	
109	##	2 Wire Analog - area D	PENDING	$ 1.70		See NRC prices below	
110	##	4 Wire Analog - area B	PENDING	$ 1.89		See NRC prices below	
111	##	4 Wire Analog - area C	PENDING	$ 2.31		See NRC prices below	
112	##	4 Wire Analog - area D	PENDING	$ 3.36		See NRC prices below	
113	##	2 Wire DSL - area B	PENDING	$ 0.95		See NRC prices below	
114	##	2 Wire DSL - area C	PENDING	$ 1.16		See NRC prices below	
115	##	2 Wire DSL - area D	PENDING	$ 1.70		See NRC prices below	
116	##	4 Wire DSL - area B	PENDING	$ 1.89		See NRC prices below	
117	##	4 Wire DSL - area C	PENDING	$ 2.31		See NRC prices below	
118	##	4 Wire DSL - area D	PENDING	$ 3.36		See NRC prices below	
119	##	ECS to Terminal sub-loop					
120	##	2 Wire Analog - area B	PENDING	$ 3.44		See NRC prices below	
121	##	2 Wire Analog - Area C	PENDING	$ 5.92		See NRC prices below	
122	##	2 Wire Analog - area D	PENDING	$ 8.40		See NRC prices below	
123	##	4 Wire Analog - area B	PENDING	$ 6.93		See NRC prices below	
124	##	4 Wire Analog - area C	PENDING	$ 11.81		See NRC prices below	
125	##	4 Wire Analog - area D	PENDING	$ 16.77		See NRC prices below	
126	##	2 Wire DSL - area B	PENDING	$ 3.44		See NRC prices below	
127	##	2 Wire DSL - area C	PENDING	$ 5.92		See NRC prices below	
128	##	2 Wire DSL - area D	PENDING	$ 8.40		See NRC prices below	
129	##	4 Wire DSL - area B	PENDING	$ 6.93		See NRC prices below	
130	##	4 Wire DSL - area C	PENDING	$ 11.81		See NRC prices below	
131	##	4 Wire DSL - area D	PENDING	$ 16.77		See NRC prices below	
132	##	ECS to NID sub-loop					
133	##	2 Wire Analog - area B	PENDING	$ 4.40		See NRC prices below	
134	##	2 Wire Analog - Area C	PENDING	$ 7.02		See NRC prices below	
135	##	2 Wire Analog - area D	PENDING	$ 9.66		See NRC prices below	
136	##	4 Wire Analog - area B	PENDING	$ 8.82		See NRC prices below	
137	##	4 Wire Analog - area C	PENDING	$ 14.00		See NRC prices below	
138	##	4 Wire Analog - area D	PENDING	$ 19.29		See NRC prices below	
139	##	2 Wire DSL - area B	PENDING	$ 4.40		See NRC prices below	
140	##	2 Wire DSL - area C	PENDING	$ 7.02		See NRC prices below	
141	##	2 Wire DSL - area D	PENDING	$ 9.66		See NRC prices below	
142	##	4 Wire DSL - area B	PENDING	$ 8.82		See NRC prices below	
143	##	4 Wire DSL - area C	PENDING	$ 14.00		See NRC prices below	
144	##	4 Wire DSL - area D	PENDING	$ 19.29		See NRC prices below	
145	##	SAI to Terminal sub-loop					
146	##	2 Wire Analog - area B	PENDING	$ 3.59		See NRC prices below	
147	##	2 Wire Analog - Area C	PENDING	$ 5.61		See NRC prices below	
148	##	2 Wire Analog - area D	PENDING	$ 7.70		See NRC prices below	
149	##	4 Wire Analog - area B	PENDING	$ 7.25		See NRC prices below	
150	##	4 Wire Analog - area C	PENDING	$ 11.22		See NRC prices below	
151	##	4 Wire Analog - area D	PENDING	$ 15.42		See NRC prices below	
152	##	2 Wire DSL - area B	PENDING	$ 3.59		See NRC prices below	
153	##	2 Wire DSL - area C	PENDING	$ 5.61		See NRC prices below	
154	##	2 Wire DSL - area D	PENDING	$ 7.70		See NRC prices below	
155	##	4 Wire DSL - area B	PENDING	$ 7.25		See NRC prices below	

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	OHIO	- Generic Rate Sheets		USOC	Monthly - Recurring	Non-Recurring
156	##		4 Wire DSL - area C	PENDING	$ 11.22	See NRC prices below
157	##		4 Wire DSL - area D	PENDING	$ 15.42	See NRC prices below
158	##	SAI to NID sub-loop				
159	##		2 Wire Analog - area B	PENDING	$ 4.54	See NRC prices below
160	##		2 Wire Analog - Area C	PENDING	$ 6.71	See NRC prices below
161	##		2 Wire Analog - area D	PENDING	$ 8.97	See NRC prices below
162	##		4 Wire Analog - area B	PENDING	$ 9.14	See NRC prices below
163	##		4 Wire Analog - area C	PENDING	$ 13.42	See NRC prices below
164	##		4 Wire Analog - area D	PENDING	$ 17.94	See NRC prices below
165	##		2 Wire DSL - area B	PENDING	$ 4.54	See NRC prices below
166	##		2 Wire DSL - area C	PENDING	$ 6.71	See NRC prices below
167	##		2 Wire DSL - area D	PENDING	$ 8.97	See NRC prices below
168	##		4 Wire DSL - area B	PENDING	$ 9.14	See NRC prices below
169	##		4 Wire DSL - area C	PENDING	$ 13.42	See NRC prices below
170	##		4 Wire DSL - area D	PENDING	$ 17.94	See NRC prices below
171	##	Terminal to NID sub-loop				
172	##		2 Wire Analog - area B	PENDING	$ 1.36	See NRC prices below
173	##		2 Wire Analog - Area C	PENDING	$ 1.61	See NRC prices below
174	##		2 Wire Analog - area D	PENDING	$ 1.76	See NRC prices below
175	##		4 Wire Analog - area B	PENDING	$ 2.78	See NRC prices below
176	##		4 Wire Analog - area C	PENDING	$ 3.18	See NRC prices below
177	##		4 Wire Analog - area D	PENDING	$ 3.53	See NRC prices below
178	##		2 Wire DSL - area B	PENDING	$ 1.36	See NRC prices below
179	##		2 Wire DSL - area C	PENDING	$ 1.61	See NRC prices below
180	##		2 Wire DSL - area D	PENDING	$ 1.76	See NRC prices below
181	##		4 Wire DSL - area B	PENDING	$ 2.78	See NRC prices below
182	##		4 Wire DSL - area C	PENDING	$ 3.18	See NRC prices below
183	##		4 Wire DSL - area D	PENDING	$ 3.53	See NRC prices below
184	##	NID sub-loop element				
185	##		2 Wire Analog - area B	PENDING	$ 0.18	See NRC prices below
186	##		2 Wire Analog - Area C	PENDING	$ 0.18	See NRC prices below
187	##		2 Wire Analog - area D	PENDING	$ 0.18	See NRC prices below
188	##		4 Wire Analog - area B	PENDING	$ 0.35	See NRC prices below
189	##		4 Wire Analog - area C	PENDING	$ 0.33	See NRC prices below
190	##		4 Wire Analog - area D	PENDING	$ 0.33	See NRC prices below
191	##		2 Wire DSL - area B	PENDING	$ 0.18	See NRC prices below
192	##		2 Wire DSL - area C	PENDING	$ 0.18	See NRC prices below
193	##		2 Wire DSL - area D	PENDING	$ 0.18	See NRC prices below
194	##		4 Wire DSL - area B	PENDING	$ 0.35	See NRC prices below
195	##		4 Wire DSL - area C	PENDING	$ 0.33	See NRC prices below
196	##		4 Wire DSL - area D	PENDING	$ 0.33	See NRC prices below
197	##		2 Wire ISDN Compatible - area B	PENDING	$ 0.18	See NRC prices below
198	##		2 Wire ISDN Compatible - area C	PENDING	$ 0.18	See NRC prices below
199	##		2 Wire ISDN Compatible - area D	PENDING	$ 0.18	See NRC prices below
200	##	**Sub-Loop Non-Recurring Charges**				
201	##		2-Wire Analog Sub-Loop	PENDING		$ 217.57
202	##		4-Wire Analog Sub-Loop	PENDING		$ 218.54
203	##		2-Wire xDSL Digital Sub-Loop	PENDING		$ 250.83
204	##		4-Wire xDSL Digital Sub-Loop	PENDING		$ 255.11
205	##		2-Wire ISDN Digital Sub-Loop	PENDING		$ 278.37
206	##	**Sub-Loop Service Order Charge**				
207	##		Establish, per occasion	PENDING		$ 16.23
208	##	**Sub-Loop Line Connection Charge**				
209	##		per occasion	PENDING		$ 31.00
210						
211	**Cross Connects**					
212		2-Wire		CXCT2	$ 0.15	NA
213						
214						
215	**Routine Modifications**					
216		Routine Modifications of Existing Facilities Charge		NA	NA	ICB
217						
218						
223	Maintenance of Service Charge			VRP	NA	$ 71.00
224						
225						
226	***OTHER***					
268	**Structure Access - Poles & Ducts**				Annually	
269		Pole Attachments, per Pole attachment*		OPEN	$ 2.52	
270		Conduit, per Foot of innerduct		OPEN	$ 0.74	
271		Innerduct, per ft		OPEN	$ 0.37	
272		Application fee		OPEN		$ 200.00
273	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each					
274	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
275						
290						
291	##	**Rate elements not included in TELRIC order**				
292		**Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA."**				

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
293	/1/	Does not apply to pre-existing UNE-P Migrations. This Non-Recurring Charge is the only NRC charged for New UNE-P Residential POTS Combinations.			
294		Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA application of rates is interim and subject to SBC			
295		Ohio reservation of rights pertaining to and subject to modification as a result of reconsideration, appeal, further PUCO action, or other change of law.			
296		The Parties also acknowledge and agree that the interim rates set forth are subject to true-up or true-down pending PUCO established rates.			
297					

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada Supplemental Non-Recurring Charges

August 16, 2004

	NON-RECURRING											
	Service Order								Channel			
	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
LOOPS												
2-Wire Basic - Initial (Manual/Fax - Simple)	$57.53	HOXO8	$48.94	HOX1O	$52.25	HOX69	$47.42	HOCH2	$18.56	$8.57	$15.50	$0.00
2-Wire Basic - Initial (CESAR/LEX - Simple)	$29.93	XOXO8	$21.03	XOX1O	$24.33	XOX60	$19.58	SOCH2	$18.56	$8.57	$15.50	$0.00
2-Wire Basic - Initial (Mechanized)	$0.16	MOXO8	$0.16	MOX1O	$0.16	MOX69	$0.00		$18.56	$8.57	$15.50	$0.00
2-Wire Basic - Additional (Manual/Fax - Simple)	$3.24	HOXO8	$1.85	HOX1O	$2.02	HOX69	$0.00	HOCH2	$12.67	$5.77	$0.00	$0.00
2-Wire Basic - Additional (CESAR/LEX - Simple)	$3.24	XOXO8	$1.85	XOX1O	$2.02	XOX60	$0.00	SOCH2	$12.67	$5.77	$0.00	$0.00
2-Wire Basic - Additional (Mechanized)	$0.00	MOXO8	$0.00	MOX1O	$0.00	MOX69	$0.00		$12.67	$5.77	$0.00	$0.00
2-Wire ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	$57.53	HOX12	$48.94	HOX14	$52.25	HOX13	$47.42	HOCH2	$18.66	$8.54	$15.43	$0.00
2-Wire ASSURED - INITIAL (CESAR/LEX - SIMPLE)	$29.93	XOX12	$21.03	XOX14	$24.33	XOX13	$19.58	SOCH2	$18.66	$8.54	$15.43	$0.00
2-Wire ASSURED - INITIAL (MECHANIZED)	$0.16	MOX12	$0.16	MOX14	$0.16	MOX13	$0.00		$18.66	$8.54	$15.43	$0.00
2-Wire ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.24	HOX12	$1.85	HOX14	$2.02	HOX13	$0.00	HOCH2	$12.53	$5.75	$0.00	$0.00
2-Wire ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	$3.24	XOX12	$1.85	XOX14	$2.02	XOX13	$0.00	SOCH2	$12.53	$5.75	$0.00	$0.00
2-wire ASSURED - ADDITIONAL (MECHANIZED)	$0.00	MOX12	$0.00	MOX14	$0.00	MOX13	$0.00		$12.53	$5.75	$0.00	$0.00
4-Wire Basic - Initial (Manual/Fax - Simple)	$63.06	HOX55	$49.90	HOX56	$53.09	HOX57	$47.50	HOCH7	$28.84	$10.41	$11.40	$0.00
4-Wire Basic - Initial (CESAR/LEX - Simple)	$35.09	XOX55	$21.57	XOX56	$24.00	XOX57	$19.61	SOCH7	$28.84	$10.41	$11.40	$0.00
4-Wire Basic - Initial (Mechanized)	$0.16		$0.16		$0.16		$0.00		$28.84	$10.41	$11.40	$0.00
4-Wire Basic - Additional (Manual/Fax - Simple)	$3.69	HOX55	$3.64	HOX56	$1.94	HOX57	$0.00	HOCH7	$18.95	$7.43	$0.00	$0.00
4-Wire Basic - Additional (CESAR/LEX - Simple)	$3.69	XOX55	$3.64	XOX56	$1.94	XOX57	$0.00	SOCH7	$18.95	$7.43	$0.00	$0.00
4-Wire Basic - Additional (Mechanized)	$0.00		$0.00		$0.00		$0.00		$18.95	$7.43	$0.00	$0.00
DSL CAPABLE LOOPS												
2-Wire Dig. ISDN/IDSL - Initial (Manual/Fax - Simple)	$57.53	HOX32	$48.94	HOX34	$52.25	HOX33	$47.42	HOCH2	$18.66	$8.54	$15.43	$0.00
2-Wire Dig. ISDN/IDSL - Initial (CESAR/LEX - Simple)	$29.93	XOX32	$21.03	XOX34	$24.33	XOX33	$19.58	SOCH2	$18.66	$8.54	$15.43	$0.00
2-Wire Dig. ISDN/IDSL - Initial (Mechanized)	$0.16	MOX32	$0.16	MOX34	$0.16		$0.00		$18.66	$8.54	$15.43	$0.00
2-Wire Dig. ISDN/IDSL - Add. (Manual/Fax - Simple)	$3.69	HOX32	$1.85	HOX34	$2.02	HOX33	$0.00	HOCH2	$12.53	$5.75	$0.00	$0.00
2-Wire Dig. ISDN/IDSL - Add. (CESAR/LEX - Simple)	$3.69	XOX32	$1.85	XOX34	$2.02	XOX33	$0.00	SOCH2	$12.53	$5.75	$0.00	$0.00
2-Wire Dig. ISDN/IDSL - Add. (Mechanized)	$0.00	MOX32	$0.00	MOX34	$0.00		$0.00		$12.53	$5.75	$0.00	$0.00
2-Wire xDSL Loop - Initial (Manual/Fax - Simple)	$57.53	HOX32	$48.94	HOX34	$52.25	HOX33	$47.42	HOCH2	$18.56	$8.57	$15.50	$0.00
2-Wire xDSL Loop - Initial (CESAR/LEX - Simple)	$29.93	XOX32	$21.03	XOX34	$24.33	XOX33	$19.58	SOCH2	$18.56	$8.57	$15.50	$0.00
2-Wire xDSL Loop - Initial (Mechanized)	$0.16	MOX32	$0.16	MOX34	$0.16		$0.00		$18.56	$8.57	$15.50	$0.00
2-Wire xDSL Loop - Add. (Manual/Fax - Simple)	$3.24	HOX32	$1.85	HOX34	$2.02	HOX33	$0.00	HOCH2	$12.67	$5.77	$0.00	$0.00
2-Wire xDSL Loop - Add. (CESAR/LEX - Simple)	$3.24	XOX32	$1.85	XOX34	$2.02	XOX33	$0.00	SOCH2	$12.67	$5.77	$0.00	$0.00
2-Wire xDSL Loop - Add. (Mechanized)	$0.00	MOX32	$0.00	MOX34	$0.00		$0.00		$12.67	$5.77	$0.00	$0.00
4-Wire xDSL Loop - Initial (Manual/Fax - Simple)	$63.06	HOX32	$49.90	HOX34	$53.09	HOX33	$47.50	HOCH2	$28.84	$10.41	$11.40	$0.00
4-Wire xDSL Loop - Initial (CESAR/LEX - Simple)	$35.09	XOX32	$21.57	XOX34	$24.00	XOX33	$19.61	SOCH2	$28.84	$10.41	$11.40	$0.00
4-Wire xDSL Loop - Initial (Mechanized)	$0.16	MOX32	$0.16	MOX34	$0.16		$0.00		$28.84	$10.41	$11.40	$0.00
4-Wire xDSL Loop - Add. (Manual/Fax - Simple)	$3.69	HOX32	$3.64	HOX34	$1.94	HOX33	$0.00	HOCH2	$18.95	$7.43	$0.00	$0.00
4-Wire xDSL Loop - Add. (CESAR/LEX - Simple)	$3.69	XOX32	$3.64	XOX34	$1.94	XOX33	$0.00	SOCH2	$18.95	$7.43	$0.00	$0.00
4-Wire xDSL Loop - Add. (Mechanized)	$0.00	MOX32	$0.00	MOX34	$0.00		$0.00		$18.95	$7.43	$0.00	$0.00
NETWORK INTERFACE DEVICE												
NID to NID Crossconnect - Simple (Manual/Fax)	$46.53	HSNID	$0.00		$0.00		$0.00		$38.54	$0.00	$0.00	$0.00
NID to NID Crossconnect - Simple (CESAR/LEX)	$17.73	PSNID	$0.00		$0.00		$0.00		$38.54	$0.00	$0.00	$0.00
NID to NID Crossconnect - Simple (Mechanized)	$0.16		$0.00		$0.00		$0.00		$38.54	$0.00	$0.00	$0.00
NID to NID Crossconnect - Complex Init. (Manual/Fax)	$46.53	HCNID	$0.00		$0.00		$0.00		$60.32	$0.00	$0.00	$0.00
NID to NID Crossconnect - Complex Init. (CESAR/LEX)	$17.73	PCNID	$0.00		$0.00		$0.00		$60.32	$0.00	$0.00	$0.00

Nevada Supplemental Non-Recurring Charges

August 16, 2004

	NON-RECURRING											
	Service Order								Channel			
	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
NID to NID Crossconnect - Complex Init. (Mechanized)	$0.16		$0.00		$0.00		$0.00		$60.32	$0.00	$0.00	$0.00
NID to NID Crossconnect - Complex Add. (Manual/Fax)	$0.00		$0.00		$0.00		$0.00		$15.01	$0.00	$0.00	$0.00
NID to NID Crossconnect - Complex Add. (CESAR/LEX)	$0.00		$0.00		$0.00		$0.00		$15.01	$0.00	$0.00	$0.00
NID to NID Crossconnect - Complex Add. (Mechanized)	$0.00		$0.00		$0.00		$0.00		$15.01	$0.00	$0.00	$0.00
CROSS CONNECTS TO COLLOCATION CAGE												
Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	$2.08	XOX15, HOX15	$3.29	XOX18, HOX18	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
Analog/Digital 2-Wire - Initial (Mechanized)	$0.16	MOX15	$0.16	MOX18	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
Analog/Digital 2-Wire - Additional (CESAR/LEX - Simple)	$0.81	XOX15, HOX15	$0.81	XOX18, HOX18	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
Analog/Digital 2-Wire - Additional (Mechanized)	$0.00	MOX15	$0.00	MOX18	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00

Note: When comparing a USOC on the CABS bill to rates above see the rules below.

Service order Connect is the sum of service order connect and Channel Connect.
Service order Disconnect is the sum of service order disconnect and Channel disconnect.
Service order change is the sum of service order change and Channel change.
Service Migrations are only billed Service Order connect or disconnect charges

NEVADA BELL TEL CO d/b/a SBC NEVADA
Monthly Rec
8/16/04

Nevada			USOC	Recurring	Non-Recurring Initial	Non-Recurring Add'l
NETWORK ELEMENTS						
LOOPS (Includes NID)						
	2-Wire Analog					
	-Zone 1		LKB/LKBAA, AELKB, AELKA	$11.77	@	@
	-Zone 2		LKB/LKBAA, AELKB, AELKA	$22.64	@	@
	-Zone 3		LKB/LKBAA, AELKB, AELKA	$66.25	@	@
	5db Conditioning				@	@
**	-Zone 1		In addition to 2-wire analog Loop	$6.28	@	@
**	-Zone 2		In addition to 2-wire analog Loop	$6.28	@	@
**	-Zone 3		In addition to 2-wire analog Loop	$6.28	@	@
	4-Wire Analog				@	@
	-Zone 1		LK4WA	$16.48	@	@
	-Zone 2		LK4WA	$31.08	@	@
	-Zone 3		LK4WA	$92.13	@	@
	2-wire Digital				@	@
	-Zone 1		LKB2Q/LKB3Q/U2Q/U3Q	$11.77	@	@
	-Zone 2		LKB2Q/LKB3Q/U2Q/U3Q	$22.64	@	@
	-Zone 3		LKB2Q/LKB3Q/U2Q/U3Q	$66.25	@	@
DSL CAPABLE LOOPS						
	2-Wire xDSL Loop				@	@
	PSD #1 - 2-Wire xDSL Loop Zone 1		2SLAX	$11.77	@	@
	PSD #1 - 2-Wire xDSL Loop Zone 2		2SLAX	$22.64	@	@
	PSD #1 - 2-Wire xDSL Loop Zone 3		2SLAX	$66.25	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 1		2SLBX	$11.77	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 2		2SLBX	$22.64	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 3		2SLBX	$66.25	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 1		2SLCX	$11.77	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 2		2SLCX	$22.64	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 3		2SLCX	$66.25	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 1		2SLDX	$11.77	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 2		2SLDX	$22.64	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 3		2SLDX	$66.25	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 1		U2F	$11.77	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 2		U2F	$22.64	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 3		U2F	$66.25	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 1		2SLFX	$11.77	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 2		2SLFX	$22.64	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 3		2SLFX	$66.25	@	@
	4-Wire xDSL Loop					
	PSD #3 - 4-Wire xDSL Loop Zone 1		4SL1X	$16.48	@	@
	PSD #3 - 4-Wire xDSL Loop Zone 2		4SL1X	$31.08	@	@
	PSD #3 - 4-Wire xDSL Loop Zone 3		4SL1X	$92.13	@	@
	Loop Qualification Process (Per Loop)					
		Loop Qualification Process (Per Loop) Mechanized - Zone 1	NR98U	Not Applicable	$0.10	Not Applicable
		Loop Qualification Process (Per Loop) Mechanized - Zone 2	NR98U	Not Applicable	$0.10	Not Applicable
		Loop Qualification Process (Per Loop) Mechanized - Zone 3	NR98U	Not Applicable	$0.10	Not Applicable
		Loop Qualification Process (Per Loop) Manual - Zone 1	NRBXU	Not Applicable	$0.10	Not Applicable
		Loop Qualification Process (Per Loop) Manual - Zone 2	NRBXU	Not Applicable	$0.10	Not Applicable
		Loop Qualification Process (Per Loop) Manual - Zone 3	NRBXU	Not Applicable	$0.10	Not Applicable
	DSL Conditioning Options					
		Removal of Repeaters	NRBXV	N/A	$83.67	$83.67
		Incremental Removal of Repeater (> than 17.5 Kft. same locatic	NRBNL	N/A	$83.67	$83.67
		Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)	NRBNP	N/A	$83.67	$83.67
		Removal of Bridged Taps and Repeaters	NRBXH	N/A	$83.67	$83.67
		17.5Kft. Same location/same cable)	NRBTV	N/A	$83.67	$83.67
		Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)	NRBTW	N/A	$83.67	$83.67
		Removal of Bridged Taps	NRBXW	N/A	$83.67	$83.67
		Incremental Removal of Bridged Tap (> than 17.5 Kft. same location/same cable)	NRBNK	N/A	$83.67	$83.67
		Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)	NRBNN	N/A	$83.67	$83.67
		Removal of Bridged Taps and Load Coils	NRBXF	N/A	$83.67	$83.67
		Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)	NRBM8	N/A	$83.67	$83.67
		Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)	NRBM9	N/A	$83.67	$83.67
		Removal of Load Coils	NRBXZ	N/A	$83.67	$83.67
		Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)	NRBNJ	N/A	$83.67	$83.67
		Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)	NRBNH	N/A	$83.67	$83.67
NETWORK INTERFACE DEVICE (NID)						
	NID Crossconnect		Included in the Loop Rate	$0.44	@	@
Cross Connects to Collocation Cage						

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NEVADA BELL TEL CO d/b/a SBC NEVADA
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Nevada			Recurring	Non-Recurring	
		USOC		**Initial**	**Add'l**
	Analog 2-wire	CCDSO, AEE1S	$0.40	@	@
	2 Wire ADSL Shielded Cross connect to Collocation	UXRRX	$0.57	@	@
	2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	$0.24	@	@
	4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	$0.47	@	@
	#The price assumes all Central Office cross-connects required to provision the HFPL product				
LST					
	LST performed on CODSLAM Loop	URCLD	N/A	$245.99	N/A
	LST performed on Sub Loop	URCLB	N/A	$202.64	N/A
Sub-loop Unbundling					
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 1	U6LSA	$0.45	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 2	U6LSA	$0.52	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 3	U6LSA	$0.75	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 1	U6LSB	$6.42	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 2	U6LSB	$11.02	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 3	U6LSB	$19.44	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire Analog Zone 1	U6LSC	$6.46	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire Analog Zone 2	U6LSC	$11.04	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire-Analog Zone 3	U6LSC	$19.48	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 1	U6LSS	$6.40	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-WireAnalog Zone 2	U6LSS	$10.96	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 3	U6LSS	$19.30	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 1	U6LST	$6.42	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 2	U6LST	$11.00	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 3	U6LST	$19.32	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 1	U6LSU	$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 2	U6LSU	$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 3	U6LSU	$0.15	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 1	U6LSA	$0.87	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 2	U6LSA	$0.99	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 3	U6LSA	$1.35	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire Analog Zone 1	U6LSB	$12.82	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire Analog Zone 2	U6LSB	$21.98	N/A	N/A
**	ECS to Term Subloop Charge 4-WireAnalog Zone 3	U6LSB	$38.74	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 1	U6LSC	$12.88	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 2	U6LSC	$22.04	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 3	U6LSC	$38.80	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 1	U6LSS	$12.78	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 2	U6LSS	$21.93	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 3	U6LSS	$38.59	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 1	U6LST	$12.84	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 2	U6LST	$21.99	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 3	U6LST	$38.65	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 1	U6LSU	$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 2	U6LSU	$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 3	U6LSU	$0.29	N/A	N/A
**	ECS to SAI/FDI Subloop Charge-2-Wire DSL Zone 1	U6LSA	$0.41	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire DSL Zone 2	U6LSA	$0.46	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire DSL Zone 3	U6LSA	$0.64	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire DSL Zone 1	U6LSB	$6.33	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire DSL Zone 2	U6LSB	$10.78	N/A	N/A
**	ECS to Term Subloop Charge-2-Wire DSL Zone 3	U6LSB	$17.97	N/A	N/A
**	ECS to NID Subloop Charge-2-Wire DSL Zone 1	U6LSC	$6.36	N/A	N/A
**	ECS to NID Subloop Charge-2-Wire DSL Zone 2	U6LSC	$10.82	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire DSL Zone 3	U6LSC	$17.99	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 1	U6LSS	$6.33	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 2	U6LSS	$10.78	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 3	U6LSS	$17.97	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire DSL Zone 1	U6LST	$6.36	N/A	N/A
**	SAI/FDI to NID Subloop Charge-2-Wire DSL Zone 2	U6LST	$10.82	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire DSL Zone 3	U6LST	$17.99	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 1	U6LSU	$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 2	U6LSU	$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 3	U6LSU	$0.15	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 1	U6LSA	$0.84	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 2	U6LSA	$0.93	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 3	U6LSA	$1.26	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 1	U6LSB	$12.67	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 2	U6LSB	$21.58	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 3	U6LSB	$35.94	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 1	U6LSC	$12.73	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 2	U6LSC	$21.64	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 3	U6LSC	$36.00	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 1	U6LSS	$12.67	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 2	U6LSS	$21.58	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 3	U6LSS	$35.94	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 1	U6LST	$12.73	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 2	U6LST	$21.64	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 3	U6LST	$36.00	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 1	U6LSU	$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 2	U6LSU	$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 3	U6LSU	$0.29	N/A	N/A

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NEVADA BELL TEL CO d/b/a SBC NEVADA
Monthly Rec
8/16/04

Nevada				Recurring	Non-Recurring	
			USOC		Initial	Add'l
Sub-loop Unbundling Cross Connect						
	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating		UCSC6	N/A	$275.96	$136.01
	Subloop Cross Connect 4-Wire Analog Non-Central Office Originating		UCNC6	N/A	$343.30	$137.24
	Subloop Cross Connect 2-Wire DSL Non-Central Office Originating		UCSC6	N/A	$342.07	$136.01
	Subloop Cross Connect 4-Wire DSL Non-Central Office Originating		UCNC6	N/A	$343.30	$137.24
	Subloop Cross Connect 2-Wire Digital (ISDN) Non-Central Office Originating		UCSC6	N/A	$395.75	$154.58
Cross Connects to Point of Access (POA)						
Analog Loop to POA						
	2-Wire					
**		Method 1	UXRA1	$0.40	$145.31	$104.33
**		Method 2	UXRA2	$0.40	$145.31	$104.33
**		Method 3	UXRA5	$0.40	$145.31	$104.33
Digital Loop to Point of Access						
	2-Wire					
**		Method 1	UXRA1	$1.48	$145.31	$104.33
**		Method 2	UXRA2	$1.48	$145.31	$104.33
**		Method 3	UXRA5	$1.48	$145.31	$104.33
	Routine Modifications					
		Routine Modifications of Existing Facilities Change	NA	NA	ICB	NA
	800 Database					
	per query			$0.0040	N/A	N/A
SERVICE ORDER (does not apply to the rate elements listed on the "SBC Nevada Supplemental Non-Recurring Charges" price list)						
	Simple Manual					
	New		NRBUR	N/A	$ 49.80	N/A
	Disconnect		NRBUX	N/A	$ 45.09	N/A
	Change		NRBUP	N/A	$ 48.50	N/A
	Record		NRBUV	N/A	$ 33.54	N/A
	Complex Manual					
	New		NRBUQ	N/A	$ 113.82	N/A
	Disconnect		NRBUW	N/A	$ 42.40	N/A
	Change		NRBUO	N/A	$ 100.17	N/A
	Record		NRBUU	N/A	$ 33.64	N/A
	Electronic Simple					
	All		NR9GZ, NR9GG, NR9GU	N/A	$ 6.55	N/A
OTHER						
Poles and Duct (Structure)				Annual		
	Poles ($/attachment/yr.)*			$ 1.26		
	Per Foot Conduit Occupancy Fees					
	Inner Duct ($/ft/yr.)			$ 0.87		
	Full Duct ($/ft/yr)			$ 0.87		
					Non recurring	
	Contract Administration Fee				$ 125.00	
	Administrative Record-Keeping Fee				$ 125.00	
	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional					
	one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
	All Non-Recurring Charges are final prices (PUCN docket nos. 99-12033 & 00-4001)					
@	See Supplemental Rate Sheet for Non-Recurring Charges					
**	The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					

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NEVADA BELL TEL CO d/b/a SBC NEVADA
Monthly Rec
8/16/04

Nevada				Recurring	Non-Recurring	
			USOC		Initial	Add'l

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SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
August 16, 2004

Line	Change/Update	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1		**NETWORK ELEMENTS**							
2		Local Loops	**	Disconnect Loop from inside wiring, per NID	NRBND	None	$ 71.45	$ 35.70	
3			**	2-Wire Analog Zone 1 (Urban STL, KC)	U21	$ 12.71	$ 26.07	$ 11.09	
4			**	2-Wire Analog Zone 2 (Suburban)	U21	$ 20.71	$ 26.07	$ 11.09	
5			**	2-Wire Analog Zone 3 (Rural)	U21	$ 33.29	$ 26.07	$ 11.09	
6			**	2-Wire Analog Zone 4 (Urban Springfield)	U21	$ 18.23	$ 26.07	$ 11.09	
7			**	Conditioning for dB loss from 8db to 5db	UL2	$ 6.63	$ 22.76	$ 8.58	
8			**	4-Wire Analog Zone 1 (Urban STL, KC)	U4H	$ 19.79	$ 28.77	$ 11.09	
9			**	4-Wire Analog Zone 2 (Suburban)	U4H	$ 35.35	$ 28.77	$ 11.09	
10			**	4-Wire Analog Zone 3 (Rural)	U4H	$ 61.16	$ 28.77	$ 11.09	
11			**	4-Wire Analog Zone 4 (Urban Springfield)	U4H	$ 30.08	$ 28.77	$ 11.09	
12			**	2-Wire Digital Zone 1 (Urban STL, KC)	U2Q	$ 25.79	$ 57.77	$ 30.22	
13			**	2-Wire Digital Zone 2 (Suburban)	U2Q	$ 42.10	$ 57.77	$ 30.22	
14			**	2-Wire Digital Zone 3 (Rural)	U2Q	$ 58.44	$ 57.77	$ 30.22	
15			**	2-Wire Digital Zone 4 (Urban Springfield)	U2Q	$ 41.44	$ 57.77	$ 30.22	
16		DSL Capable Loops							
17		2-Wire xDSL Loop		*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLAX	$ 12.71	$ 26.07	$ 11.09	
18				*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	$ 20.71	$ 26.07	$ 11.09	
19				*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLAX	$ 33.29	$ 26.07	$ 11.09	
20				*PSD #1 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLAX	$ 18.23	$ 26.07	$ 11.09	
21				*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLCX	$ 12.71	$ 26.07	$ 11.09	
22				*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	$ 20.71	$ 26.07	$ 11.09	
23				*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLCX	$ 33.29	$ 26.07	$ 11.09	
24				*PSD #2 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLCX	$ 18.23	$ 26.07	$ 11.09	
25				*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLBX	$ 12.71	$ 26.07	$ 11.09	
26				*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	$ 20.71	$ 26.07	$ 11.09	
27				*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLBX	$ 33.29	$ 26.07	$ 11.09	
28				*PSD #3 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLBX	$ 18.23	$ 26.07	$ 11.09	
29				*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLDX	$ 12.71	$ 26.07	$ 11.09	
30				*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	$ 20.71	$ 26.07	$ 11.09	
31				*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLDX	$ 33.29	$ 26.07	$ 11.09	
32				*PSD #4 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLDX	$ 18.23	$ 26.07	$ 11.09	
33				*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	U2F	$ 12.71	$ 26.07	$ 11.09	
34				*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	$ 20.71	$ 26.07	$ 11.09	
35				*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Rural)	U2F	$ 33.29	$ 26.07	$ 11.09	
36				*PSD #5 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	U2F	$ 18.23	$ 26.07	$ 11.09	
37				*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLFX	$ 12.71	$ 26.07	$ 11.09	
38				*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	$ 20.71	$ 26.07	$ 11.09	
39				*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLFX	$ 33.29	$ 26.07	$ 11.09	
40				*PSD #7 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLFX	$ 18.23	$ 26.07	$ 11.09	
41		4-Wire xDSL Loop		*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Urban STL, KS)	4SL1X	$ 19.79	$ 28.77	$ 11.09	
42				*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	$ 35.35	$ 28.77	$ 11.09	
43				*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Rural)	4SL1X	$ 61.16	$ 28.77	$ 11.09	
44				*PSD #3 - 4-Wire xDSL Loop - Zone 4 (Urban Springfield)	4SL1X	$ 30.08	$ 28.77	$ 11.09	
45				*** USOCS used for inventory purpose only**					
46		**IDSL Capable Loops**		IDSL Loop Zone 1 (Rural)	UY5FX	$ 25.79	$ 55.77	$ 30.22	
47				IDSL Loop Zone 2 (Suburban)	UY5FX	$ 42.10	$ 55.77	$ 30.22	
48				IDSL Loop Zone 3 (Urban)	UY5FX	$ 58.44	$ 55.77	$ 30.22	
49				IDSL Loop Zone 4 (Urban SpringField)	UY5FX	$ 41.44	$ 55.77	$ 30.22	
50		Loop Qualification Process		Loop Qualification Process - Mechanized	NR98U	N/A	$ 0.10	N/A	
51				Loop Qualification Process - Manual	NRBXU	N/A	$ 84.15	N/A	
52				Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
53		DSL Conditioning Options		Removal of Repeaters	NRBXV	None	$ 289.51	$ 13.74	
54				Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	$ 358.31	$ 17.14	

UNE AECN:
RESALE AECN:
ACNA:

Line	Change/Update	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
55				Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	$ 141.23	$ 17.14	
56				Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	$ 727.20	$ 48.09	
57				Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	$ 626.25	$ 32.62	
58				Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	$ 240.09	$ 32.62	
59				Removal of Excessive Bridged Taps	NRBXW	None	$ 484.19	$ 24.24	
60				Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	$ 299.64	$ 15.47	
61				Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	$ 98.86	$ 15.47	
62				Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	$ 727.20	$ 53.96	
63				Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	$ 609.70	$ 23.11	
64				Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	$ 238.13	$ 23.11	
65				Removal of Load Coils	NRBXZ	None	$ 727.20	$ 18.18	
66				Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	$ 329.12	$ 7.30	
67				Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	$ 139.27	$ 7.30	
68		DSL Cross Connects		DSL Shielded Loop to Collocation	UXRRX	$ 0.80	$ 19.96	$ 12.69	
69				2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	$ 0.31	$ 19.96	$ 12.69	
70				4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	$ 0.31	$ 19.96	$ 12.69	
71		LST		LST performed on CODSLAM Loop	URCLD	none	$ 234.50	none	
72				LST performed on Sub Loop	URCLB	none	$ 227.49	none	
73		Loop Cross Connects		2-Wire Analog Loop to Collocation	UCXC2	$ 2.10	$ 136.40	$ 112.75	
74				2-Wire Analog Loop to Collocation (without testing)	UCXD2	$ 0.31	$ 19.96	$ 12.69	
75				4-Wire Analog Loop to Collocation	UCXC4	$ 4.20	$ 142.25	$ 118.60	
76				4-Wire Analog Loop to Collocation (without testing)	UCXD4	$ 0.63	$ 25.38	$ 17.73	
77				2-Wire Digital Loop to Collocation	(UCXC2) under development	$ 2.10	$ 136.40	$ 112.75	
78				2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	$ 0.31	$ 19.96	$ 12.69	
79				2-wire Analog Loop to Analog Line Port	UDLX2	$0.00	$25.18	$19.00	
80				2-wire Analog Loop to Analog DID Trunk Port	under development	$0.00	$ 25.18	$ 19.00	
81				2-wire Digital Loop to ISDN BRI Line Port	RECB2	$0.00	$ 21.47	$ 15.30	
82				2-wire Digital Loop to ISDN BRI Line Port - Disconnect	NRFBV	$0.00	$ 12.35	$ 9.97	
83		Sub-loop Unbundling		ECS to SAI Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAP	$ 1.82	None	None	
84				ECS to SAI Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	$ 1.28	None	None	
85				ECS to SAI Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAP	$ 1.94	None	None	
86				ECS to SAI Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAP	$ 1.46	None	None	
87				ECS to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL,	U6LAQ	$ 6.02	None	None	
88				ECS to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	$ 10.66	None	None	
89				ECS to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAQ	$ 14.55	None	None	
90				ECS to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAQ	$ 9.10	None	None	
91				ECS to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAR	$ 13.95	None	None	
92				ECS to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	$ 18.16	None	None	
93				ECS to NID Subloop Charge 2-Wire-Analog Zone 3 (Rural)	U6LAR	$ 21.93	None	None	
94				ECS to NID Subloop Charge 2-Wire-Analog Zone 4 (Urban Springfied)	U6LAR	$ 16.61	None	None	
95				SAI to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL,	U6LAS	$ 4.73	None	None	
96				SAI to Terminal Subloop Charge 2-WireAnalog Zone 2 (Suburban)	U6LAS	$ 9.86	None	None	
97				SAI to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAS	$ 13.19	None	None	

Line	Change/Update	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
98				SAI to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAS	$ 8.14	None	None	
99				SAI to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAT	$ 12.66	None	None	
100				SAI to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	$ 17.36	None	None	
101				SAI to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAT	$ 20.57	None	None	
102				SAI to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAT	$ 15.66	None	None	
103				Terminal to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL,	U6LAU	$ 8.07	None	None	
104				Terminal to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	$ 7.64	None	None	
105				Terminal to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAU	$ 7.51	None	None	
106				Terminal to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAU	$ 7.65	None	None	
107				ECS to SAI Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEP	$ 3.64	None	None	
108				ECS to SAI Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	$ 2.56	None	None	
109				ECS to SAI Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEP	$ 3.87	None	None	
110				ECS to SAI Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEP	$ 2.92	None	None	
111				ECS to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL,	U6LEQ	$ 12.04	None	None	
112				ECS to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	$ 21.32	None	None	
113				ECS to Terminal Subloop Charge 4-WireAnalog Zone 3 (Rural)	U6LEQ	$ 29.10	None	None	
114				ECS to Terminal Subloop Charge 4-WireAnalog Zone 4 (Urban Springfield)	U6LEQ	$ 18.20	None	None	
115				ECS to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LER	$ 24.88	None	None	
116				ECS to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LER	$ 34.17	None	None	
117				ECS to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LER	$ 41.95	None	None	
118				ECS to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LER	$ 31.04	None	None	
119				SAI to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL,	U6LES	$ 9.46	None	None	
120				SAI to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LES	$ 19.72	None	None	
121				SAI to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LES	$ 26.39	None	None	
122				SAI to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LES	$ 16.29	None	None	
123				SAI to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LET	$ 22.30	None	None	
124				SAI to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LET	$ 32.57	None	None	
125				SAI to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LET	$ 39.24	None	None	
126				SAI to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LET	$ 29.14	None	None	
127				Terminal to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL,	U6LEU	$ 13.13	None	None	
128				Terminal to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	$ 13.13	None	None	
129				Terminal to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEU	$ 13.13	None	None	
130				Terminal to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEU	$ 13.13	None	None	
131				ECS to SAI Subloop Charge-2-Wire DSL Zone 1 (Urban STL, KC)	U6LCP	$ 1.78	None	None	
132				ECS to SAI Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	$ 1.28	None	None	
133				ECS to SAI Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCP	$ 1.89	None	None	
134				ECS to SAI Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCP	$ 1.43	None	None	
135				ECS to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCQ	$ 5.97	None	None	
136				ECS to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	$ 10.66	None	None	
137				ECS to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCQ	$ 14.51	None	None	
138				ECS to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban	U6LCQ	$ 9.07	None	None	
139				ECS to NID Subloop Charge-2-Wire DSL Zone 1 (Urban STL, KC)	U6LCR	$ 13.91	None	None	
140				ECS to NID Subloop Charge-2-Wire DSL Zone 2 (Suburban)	U6LCR	$ 18.16	None	None	
141				ECS to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCR	$ 21.88	None	None	
142				ECS to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCR	$ 16.58	None	None	
143				SAI to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCS	$ 4.68	None	None	
144				SAI to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	$ 9.86	None	None	
145				SAI to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCS	$ 13.15	None	None	
146				SAI to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban	U6LCS	$ 8.12	None	None	
147				SAI to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCT	$ 12.62	None	None	
148				SAI to NID Subloop Charge-2-Wire DSL Zone 2 (Suburban)	U6LCT	$ 17.35	None	None	
149				SAI to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCT	$ 20.53	None	None	
150				SAI to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCT	$ 15.63	None	None	
151				Terminal to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCU	$ 8.07	None	None	

Line	Change/Update	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
152				Terminal to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	$ 7.64	None	None	
153				Terminal to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCU	$ 7.51	None	None	
154				Terminal to NID Subloop Charge 2-Wire DSL Zone 4 (Urban	U6LCU	$ 7.65	None	None	
155				ECS to SAI Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGP	$ 3.55	None	None	
156				ECS to SAI Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	$ 2.56	None	None	
157				ECS to SAI Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGP	$ 3.79	None	None	
158				ECS to SAI Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGP	$ 2.87	None	None	
159				ECS to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGQ	$ 11.95	None	None	
160				ECS to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	$ 21.31	None	None	
161				ECS to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGQ	$ 29.02	None	None	
162				ECS to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban	U6LGQ	$ 18.14	None	None	
163				ECS to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGR	$ 24.79	None	None	
164				ECS to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	$ 34.16	None	None	
165				ECS to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGR	$ 41.87	None	None	
166				ECS to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGR	$ 30.99	None	None	
167				SAI to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGS	$ 9.37	None	None	
168				SAI to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	$ 19.71	None	None	
169				SAI to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGS	$ 26.31	None	None	
170				SAI to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban	U6LGS	$ 16.24	None	None	
171				SAI to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGT	$ 22.21	None	None	
172				SAI to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	$ 32.56	None	None	
173				SAI to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGT	$ 39.15	None	None	
174				SAI to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGT	$ 29.09	None	None	
175				Terminal to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGU	$ 13.13	None	None	
176				Terminal to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	$ 13.13	None	None	
177				Terminal to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGU	$ 13.13	None	None	
178				Terminal to NID Subloop Charge 4-Wire DSL Zone 4 (Urban	U6LGU	$ 13.13	None	None	
179		Subloop Cross		Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	$ 425.24	$ 161.25	
180				Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	$ 426.72	$ 162.73	
181				Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	$ 425.24	$ 161.25	
182				Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	$ 426.72	$ 162.73	
183		Cross Connects to Point of Access (POA)		2-wire Analog Loop to POA - Method 1	UXRA1	$ 1.15	$ 88.25	$ 72.50	
184				2-wire Analog Loop to POA - Method 2	UXRA2	$ 1.20	$ 88.25	$ 72.50	
185				2-wire Analog Loop to POA - Method 3	UXRA3	$ 1.20	$ 88.25	$ 72.50	
186		Routine Modifications		Routine Modifications of Existing Facilities	NA	NA	ICB	NA	
187		800 Database		Toll Free Database Query	Not Applicable	$ 0.000445	None	None	
188				Call Handling and Destination	Not Applicable	$ 0.000054	None	None	
189		Service Order Charges		Manual New - Simple	NRBUQ	None	$ 69.70	None	
190				Manual Change - Simple	NRBUO	None	$ 67.25	None	
191				Manual Record - Simple	NRBUU	None	$ 41.60	None	
192				Manual Disconnect - Simple	NRBUW	None	$ 34.90	None	
193				Manual Suspend - Simple	NRBJZ	None	$ 41.60	None	
194				Manual Restore - Simple	NRBJ9	None	$ 41.60	None	
195				Manual Expedited - Simple	NRMV1	None	$ 69.70	None	
196				Manual Customer Not Ready - Simple	NRMV5	None	$ 69.70	None	
197				Manual Due Date Change or Cancellation - Simple	NRMV3	None	$ 69.70	None	
198				Manual New - Complex	NRBUR	None	$ 285.20	None	
199				Manual Change - Complex	NRBUP	None	$ 158.55	None	
200				Manual Record - Complex	NRBUV	None	$ 132.85	None	
201				Manual Disconnect - Complex	NRBUX	None	$ 76.20	None	
202				Manual Suspend - Complex	NRBJ7	None	$ 132.85	None	
203				Manual Restore - Complex	NRBJ8	None	$ 132.85	None	
204				Manual Expedited - Complex	NRMV2	None	$ 285.20	None	
205				Manual Customer Not Ready - Complex	NRMV6	None	$ 285.20	None	
206				Manual Due Date Change or Cancellation - Complex	NRMV4	None	$ 285.20	None	

Line	Change/Update	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
207				Electronic New - Simple	NR9W2	None	$ 5.00	None	
208				Electronic New - Complex	NRBAW	None	$ 5.00	None	
209				Electronic Change - Simple	NR9GG	None	$ 5.00	None	
210				Electronic Change - Complex	NR9G8		$ 5.00		
211				Electronic Record - Simple	NR9GU	None	$ 5.00	None	
212				Electronic Record - Complex	NR9G7		$ 5.00		
213				Electronic Disconnect - Simple	NR9GZ	None	$ 5.00	None	
214				Electronic Disconnect - Complex	NR9G9		$ 5.00		
215				Electronic Suspend - Simple	NRBJ5	None	$ 5.00	None	
216				Electronic Restore - Simple	NRBJ6	None	$ 5.00	None	
217				Electronic Expedited - Simple	NRMV7	None	$ 5.00	None	
218				Electronic Expedited - Complex	NRMVX		$ 5.00		
219				Electronic Customer Not Ready - Simple	NRMV9	None	$ 5.00	None	
220				Electronic Customer Not Ready - Complex	NRMVY		$ 5.00		
221				Electronic Due Date Change or Cancellation - Simple	NRMV8	None	$ 5.00	None	
222				Electronic Due Date Change or Cancellation - Complex	NRMVZ		$ 5.00		
223				PIC Change Charge	NRBL9	None	$ 5.00	None	
224		**OTHER**							
#REF!		Maintenance of		Basic Time - per half hour	MVV	None	$ 42.75	$ 34.20	
#REF!				Overtime - per half hour	MVV	None	$ 53.45	$ 43.35	
#REF!				Premium Time - per half hour	MVV	None	$ 64.10	$ 52.50	
#REF!		Time and		Basic Time - per half hour	ALK, ALT,ALH	None	$ 42.75	$ 34.20	
#REF!				Overtime - per half hour	ALK, ALT,ALH	None	$ 53.45	$ 43.35	
#REF!				Premium Time - per half hour	ALK, ALT,ALH	None	$ 64.10	$ 52.50	
#REF!						Annual Rates			
#REF!		Poles and Duct		Poles ($/attachment/yr.)*		$ 2.35			
#REF!		(Structure)							
#REF!				Per Foot Conduit Occupancy Fees					
#REF!				Full Duct ($/ft/yr.)		$ 0.41			
#REF!				Half Duct ($/ft/yr)		$ 0.21			
#REF!									
#REF!				*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
#REF!									
#REF!				Contract Administration Fee			$ 125.00		
#REF!				Administrative Record-Keeping Fee			$ 125.00		
#REF!									
#REF!									
#REF!			**	**The Parties acknowledge and agree that, subject to the terms and conditions stated herein, SBC Missouri will provide certai**					
#REF!				**arbitrated rates, terms and conditions set forth in the Appendix Pricing UNE, Schedule of Prices, of this Agreemen**					
#REF!				**based upon statutes, orders, rules and/or regulations issued by federal and state legislatures, courts, and/o**					
#REF!				**regulatory agencies, specifically including, but not limited to, the Missouri Public Service Commission's Order in th**					
#REF!				**Consolidated Arbitration, Docket Nos. TO-97-40/TO-97-67, TO-98-115. These statutes, orders, rules and regulation**					
#REF!				**are the subject of various current appeals, and subsequent appeals may also be taken from those statutes, orders**					
#REF!				**rules and regulations. The Parties recognize and agree that, in the event of any amendment of th**					
#REF!				**Telecommunications Act of 1996, or any administrative, regulatory, legislative or judicial order, rule, opinion or othe**					
#REF!				**legal action, (collectively, "legal actions") which revises or modifies the Parties' rights and/or obligations pertaining**					
#REF!				**to any matters contained in this Interconnection Agreement ("a subsequent development"), including any actio**					
#REF!				**invalidating or modifying the Interconnection Agreement approved in Docket TO-97-67 and TO-98-115, the relevan**					
#REF!				**provisions of this Agreement cited above shall be deemed to be automatically modified, amended or conformed t**					
#REF!				**be consistent with such subsequent development. By executing this document, neither Party is waiving its rights t**					
#REF!				**contest the validity of any law, rule, court or regulatory decision or order or other requirement that specifi**					
#REF!				**provisions be contained in this contract, nor is any Party waiving its right to argue in the future that any law, rule**					
#REF!				**court or regulatory decision or other requirement should be revised, eliminated or modified. In no event shall SBC Missour**					
#REF!				**be obligated to provide such rates, terms and conditions beyond the period of time SBC Missouri is obligated to provid**					
#REF!				**such rates, terms and conditions to the Party who originally arbitrated such provisions**					
#REF!									
#REF!						***RESALE DISCOUNTS***			

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING Monthly	SBC NON-RECURRING Initial	Additional
	NETWORK ELEMENTS				
	Loops				
	Loops				
1	2-Wire Analog - Rural (Zone C)	U2HC1-C5	$ 14.20	See NRC prices below	
2	2-Wire Analog - Suburban (Zone B)	U2HB1-B3	$ 10.77	See NRC prices below	
3	2-Wire Analog - Metro (ZoneA)	U2HAA	$ 9.13	See NRC prices below	
4	Conditioning for dB Loss				
5	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	U2WC1-C5	$ 13.20	See NRC prices below	
6	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	U2WB1-B3	$ 9.46	See NRC prices below	
7	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (ZoneA)	U2WAA	$ 9.04	See NRC prices below	
8	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	U2JC1-C5	$ 14.47	See NRC prices below	
9	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	U2JB1-B3	$ 11.05	See NRC prices below	
10	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	U2JAA	$ 9.26	See NRC prices below	
11	2-Wire Analog - COPTS Coin - Rural (Zone C)	U2CC1-C5	$ 14.72	See NRC prices below	
12	2-Wire Analog - COPTS Coin - Suburban (Zone B)	U2CB1-B3	$ 11.32	See NRC prices below	
13	2-Wire Analog - COPTS Coin - Metro (Zone A)	U2CAA	$ 9.45	See NRC prices below	
14	2-Wire Analog - EKL - Rural (Zone C)	U2KC1-C5	$ 15.88	See NRC prices below	
15	2-Wire Analog - EKL - Suburban (Zone B)	U2KB1-B3	$ 21.83	See NRC prices below	
16	2-Wire Analog - EKL - Metro (ZoneA)	U2KAA	$ 26.66	See NRC prices below	
17	4-Wire Analog - Rural (Zone C)	U4HC1-C5	$ 33.16	See NRC prices below	
18	4-Wire Analog - Suburban (Zone B)	U4HB1-B3	$ 19.29	See NRC prices below	
19	4-Wire Analog - Metro (Zone A)	U4HAA	$ 18.37	See NRC prices below	
20	2-Wire Digital - Rural (Zone C)	U2QC1-C5	$ 19.93	See NRC prices below	
21	2-Wire Digital - Suburban (Zone B)	U2QB1-B3	$ 16.22	See NRC prices below	
22	2-Wire Digital - Metro (Zone A)	U2QAA	$ 12.66	See NRC prices below	
23	**DSL Capable Loops**				
24	2-Wire xDSL Loop				
25	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	$ 17.02	TBD	N/A
26	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	$ 11.42	TBD	N/A
27	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	$ 9.51	TBD	N/A
28					
29	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	$ 17.02	TBD	N/A
30	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	$ 11.42	TBD	N/A
31	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	$ 9.51	TBD	N/A
32					
33	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	$ 17.02	See NRC prices below	
34	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	$ 11.42	See NRC prices below	
35	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	$ 9.51	See NRC prices below	
36					
37	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	$ 17.02	TBD	N/A
38	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	$ 11.42	TBD	N/A
39	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	$ 9.51	TBD	N/A
40					
41	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	$ 17.02	See NRC prices below	
42	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	$ 11.42	See NRC prices below	
43	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	$ 9.51	See NRC prices below	
44					
45	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	$ 17.02	TBD	N/A
46	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	$ 11.42	TBD	N/A
47	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	$ 9.51	TBD	N/A
48	4-Wire xDSL Loop				
49	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	$ 32.35	See NRC prices below	
50	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	$ 20.96	See NRC prices below	
51	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	$ 17.51	See NRC prices below	
52	**IDSL Capable Loop**				
53	IDSL Loop Access Area C - Rural	UY5FC	$ 19.33	See NRC prices below	
54	IDSL Loop Access Area B - Suburban	UY5FB	$ 16.22	See NRC prices below	
55	IDSL Loop Access Area A - Metro	UY5FA	$ 12.66	See NRC prices below	
56					
57	**Loop Non-Recurring Charges**				
58	Service Order- Initial /1/ /2/ /5/ /7/ /8/	SEPUP	N/A	$ 3.62	N/A
59	Service Order- Disconnect	NR9OE	N/A	$ 1.77	N/A
60	Service Order- Subsequent	REAH9	N/A	$ 3.46	N/A
61	Loop Connection /1/ /2/ /5/ /7/ /8/	SEPUC	N/A	$ 17.82	N/A
62	Loop Disconnect	NR9OG	N/A	$ 5.85	N/A
63	Loop - Record Work Only	NR9UP	N/A	$ 2.13	N/A
64	Loop Connection - Add/Change	REAH5	N/A	$ 17.82	N/A
85					
86	**Service Coordination Fee, per central office /4/**	UFE	$ 0.84	N/A	N/A
87					
88	**LST**				
89	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	$ 151.21	
90	Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	$ 133.44	
91					
92	**Loop Qualification Process**				
93	Loop Qualification Process - Mechanized	NR98U	N/A	$ 0.10	N/A
94	Loop Qualification Process - Manual	NRBXU	N/A	$ 141.38	N/A
95					
96	**DSL Conditioning**				
97	**DSL Conditioning Options - >12KFT and < 17.5KFT**				
98	Removal of Repeater Options	NRBXV	N/A	$ 24.29	N/A
99	Removal Bridged Tap Option	NRBXW	N/A	$ 23.35	N/A
100	Removal of Load Coil	NRBXZ	N/A	$ 29.67	N/A
101	**DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT**				
102	Removal of Repeater Options	NRBNL	N/A	$ 24.29	N/A
103	Removal Bridged Tap Option	NRBNK	N/A	$ 23.35	N/A
104	Removal of Load Coil	NRBNJ	N/A	$ 11.87	N/A
105					
106	**SUB-LOOPS**				
107	ECS to SAI sub-loop				
108	2 Wire Analog - area A	PENDING	$ 1.10	See NRC prices below	
109	2 Wire Analog - area B	PENDING	$ 1.04	See NRC prices below	
110	2 Wire Analog - area C	PENDING	$ 1.10	See NRC prices below	
111	4 Wire Analog - area A	PENDING	$ 2.11	See NRC prices below	
112	4 Wire Analog - area B	PENDING	$ 2.00	See NRC prices below	

TBD - To be determined
NRO - Nonrecurring only
ICB - Individal Case Basis
NA - Not Applicable

Line	MICHIGAN - Generic Pricing Schedule /1/				SBC RECURRING		SBC NON-RECURRING	
				USOC	Monthly		Initial	Additional
113			4 Wire Analog - area C	PENDING	$ 2.11		See NRC prices below	
114			2 Wire DSL - area A	PENDING	$ 1.07		See NRC prices below	
115			2 Wire DSL - area B	PENDING	$ 0.99		See NRC prices below	
116			2 Wire DSL - area C	PENDING	$ 1.04		See NRC prices below	
117			4 Wire DSL - area A	PENDING	$ 2.12		See NRC prices below	
118			4 Wire DSL - area B	PENDING	$ 1.96		See NRC prices below	
119			4 Wire DSL - area C	PENDING	$ 2.05		See NRC prices below	
120		ECS to Terminal sub-loop						
121			2 Wire Analog - area A	PENDING	$ 3.50		See NRC prices below	
122			2 Wire Analog - area B	PENDING	$ 4.14		See NRC prices below	
123			2 Wire Analog - area C	PENDING	$ 7.17		See NRC prices below	
124			4 Wire Analog - area A	PENDING	$ 6.33		See NRC prices below	
125			4 Wire Analog - area B	PENDING	$ 7.50		See NRC prices below	
126			4 Wire Analog - area C	PENDING	$ 13.39		See NRC prices below	
127			2 Wire DSL - area A	PENDING	$ 3.55		See NRC prices below	
128			2 Wire DSL - area B	PENDING	$ 4.21		See NRC prices below	
129			2 Wire DSL - area C	PENDING	$ 6.96		See NRC prices below	
130			4 Wire DSL - area A	PENDING	$ 6.82		See NRC prices below	
131			4 Wire DSL - area B	PENDING	$ 8.06		See NRC prices below	
132			4 Wire DSL - area C	PENDING	$ 13.69		See NRC prices below	
133		ECS to NID sub-loop						
134			2 Wire Analog - area A	PENDING	$ 5.17		See NRC prices below	
135			2 Wire Analog - area B	PENDING	$ 5.95		See NRC prices below	
136			2 Wire Analog - area C	PENDING	$ 9.21		See NRC prices below	
137			4 Wire Analog - area A	PENDING	$ 7.97		See NRC prices below	
138			4 Wire Analog - area B	PENDING	$ 9.12		See NRC prices below	
139			4 Wire Analog - area C	PENDING	$ 15.47		See NRC prices below	
140			2 Wire DSL - area A	PENDING	$ 5.27		See NRC prices below	
141			2 Wire DSL - area B	PENDING	$ 6.07		See NRC prices below	
142			2 Wire DSL - area C	PENDING	$ 8.95		See NRC prices below	
143			4 Wire DSL - area A	PENDING	$ 8.65		See NRC prices below	
144			4 Wire DSL - area B	PENDING	$ 9.86		See NRC prices below	
145			4 Wire DSL - area C	PENDING	$ 15.84		See NRC prices below	
146		SAI to Terminal sub-loop						
147			2 Wire Analog - area A	PENDING	$ 2.90		See NRC prices below	
148			2 Wire Analog - area B	PENDING	$ 3.55		See NRC prices below	
149			2 Wire Analog - area C	PENDING	$ 6.55		See NRC prices below	
150			4 Wire Analog - area A	PENDING	$ 5.17		See NRC prices below	
151			4 Wire Analog - area B	PENDING	$ 6.36		See NRC prices below	
152			4 Wire Analog - area C	PENDING	$ 12.19		See NRC prices below	
153			2 Wire DSL - area A	PENDING	$ 0.95		See NRC prices below	
154			2 Wire DSL - area B	PENDING	$ 3.61		See NRC prices below	
155			2 Wire DSL - area C	PENDING	$ 6.34		See NRC prices below	
156			4 Wire DSL - area A	PENDING	$ 5.66		See NRC prices below	
157			4 Wire DSL - area B	PENDING	$ 6.92		See NRC prices below	
158			4 Wire DSL - area C	PENDING	$ 12.49		See NRC prices below	
159		SAI to NID sub-loop						
160			2 Wire Analog - area A	PENDING	$ 4.57		See NRC prices below	
161			2 Wire Analog - area B	PENDING	$ 5.35		See NRC prices below	
162			2 Wire Analog - area C	PENDING	$ 8.59		See NRC prices below	
163			4 Wire Analog - area A	PENDING	$ 6.81		See NRC prices below	
164			4 Wire Analog - area B	PENDING	$ 7.98		See NRC prices below	
165			4 Wire Analog - area C	PENDING	$ 14.27		See NRC prices below	
166			2 Wire DSL - area A	PENDING	$ 4.67		See NRC prices below	
167			2 Wire DSL - area B	PENDING	$ 5.48		See NRC prices below	
168			2 Wire DSL - area C	PENDING	$ 8.33		See NRC prices below	
169			4 Wire DSL - area A	PENDING	$ 7.49		See NRC prices below	
170			4 Wire DSL - area B	PENDING	$ 8.72		See NRC prices below	
171			4 Wire DSL - area C	PENDING	$ 14.64		See NRC prices below	
172		Terminal to NID sub-loop						
173			2 Wire Analog - area A	PENDING	$ 2.13		See NRC prices below	
174			2 Wire Analog - area B	PENDING	$ 2.28		See NRC prices below	
175			2 Wire Analog - area C	PENDING	$ 2.56		See NRC prices below	
176			4 Wire Analog - area A	PENDING	$ 2.13		See NRC prices below	
177			4 Wire Analog - area B	PENDING	$ 2.07		See NRC prices below	
178			4 Wire Analog - area C	PENDING	$ 2.69		See NRC prices below	
179			2 Wire DSL - area A	PENDING	$ 2.20		See NRC prices below	
180			2 Wire DSL - area B	PENDING	$ 2.36		See NRC prices below	
181			2 Wire DSL - area C	PENDING	$ 2.50		See NRC prices below	
182			4 Wire DSL - area A	PENDING	$ 2.37		See NRC prices below	
183			4 Wire DSL - area B	PENDING	$ 2.29		See NRC prices below	
184			4 Wire DSL - area C	PENDING	$ 2.78		See NRC prices below	
185		NID sub-loop element						
186			2 Wire Analog - area A	PENDING	$ 0.16		See NRC prices below	
187			2 Wire Analog - area B	PENDING	$ 0.15		See NRC prices below	
188			2 Wire Analog - area C	PENDING	$ 0.15		See NRC prices below	
189			4 Wire Analog - area A	PENDING	$ 0.33		See NRC prices below	
190			4 Wire Analog - area B	PENDING	$ 0.31		See NRC prices below	
191			4 Wire Analog - area C	PENDING	$ 0.32		See NRC prices below	
192			2 Wire DSL - area A	PENDING	$ 0.16		See NRC prices below	
193			2 Wire DSL - area B	PENDING	$ 0.15		See NRC prices below	
194			2 Wire DSL - area C	PENDING	$ 0.15		See NRC prices below	
195			4 Wire DSL - area A	PENDING	$ 0.33		See NRC prices below	
196			4 Wire DSL - area B	PENDING	$ 0.31		See NRC prices below	
197			4 Wire DSL - area C	PENDING	$ 0.32		See NRC prices below	
198			2 Wire ISDN Compatible - area A	PENDING	$ 0.16		See NRC prices below	
199			2 Wire ISDN Compatible - area B	PENDING	$ 0.15		See NRC prices below	
200			2 Wire ISDN Compatible - area C	PENDING	$ 0.15		See NRC prices below	
201	**Sub-Loop Non-Recurring Charges**							
202	**Analog Sub-Loop**							
203		**Service Ordering Charges**						
204			Installation, per occasion per location	PENDING	NA		$ 3.62	NA
205			Disconnect, per occasion per location	PENDING	NA		$ 2.13	NA
206			Subsequent, per occasion	PENDING	NA		$ 3.02	NA
207			Record Work, per occasion	PENDING	NA		$ 1.86	NA

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	MICHIGAN - Generic Pricing Schedule /1/				SBC RECURRING		SBC NON-RECURRING	
				USOC	Monthly		Initial	Additional
			Add or Change, per occasion per location	PENDING	NA		$ 3.54	
208		Sub-Loop Connection Charge, per termination		PENDING	NA		$ 17.82	NA
209		Sub-Loop Disconnection Charge, per termination		PENDING	NA		$ 5.85	NA
210		**Provisioning**						
			2-wire Analog	PENDING			$ 20.20	
			4-wire Analog	PENDING			$ 20.20	
			2-wire DSL	PENDING			$ 20.20	
			4-wire DSL	PENDING			$ 20.20	
			2-wire ISDN	PENDING			$ 20.20	
211								
212	**Cross Connects**							
213		2-Wire /4/		CXCT2	$ 0.13		NA	NA
214								
215								
216	**Routine Modifications**							
217		Routine Modifications of Existing Facilities Charge		NA	NA		ICB	NA
218								
219								
220								
226	***OTHER***							
268	**Structure Access - Poles & Ducts**				Annually			
269		Per Pole attachment*		OPEN	$ 1.48			
270		Per Foot of innerduct		OPEN	$ 0.08			
271		Application fee		OPEN			$ 200.00	
272		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each						
273		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.						
274								
482								
483	**Notes**							
484								
485								
486	**/2/**	**Does not apply to pre-existing UNE-P Currently Combined Installations.**						
487	**/3/**	**Only applies to pre-existing UNE-P Migrations.**						
488	**/4/**	**Applies only once per UNE-P Combination.**						
489	**/5/**	**Does not apply to Special Access to UNE conversions.**						
490	**/6/**	**Does not apply to new UNE-P installations.**						
491	**/7/**	**Does not apply to new EEL installations.**						
492	**/8/**	**Does not apply to pre-existing UNE-P Migrations.**						
493	**/9/**	**Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing effective October 1, 2004.**						
494	*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**							
495								
496								
497								
498								
499								

TBD - To be determined
NRO - Nonrecurring only
ICB - Individal Case Basis
NA - Not Applicable

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
SBC KANSAS
August 16, 2004

#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
1		**NETWORK ELEMENTS**									
2		**Local Loops**	Disconnect Loop from inside wiring, per NID	NRBND	None		$ 20.49	*	$ 10.25	*	
3			2-Wire Analog Zone 1 (Rural)	U21	$ 23.34	*	$ 28.45		$ 13.55		
4			2-Wire Analog Zone 2 (Suburban)	U21	$ 13.64	*	$ 28.45		$ 13.55		
5			2-Wire Analog Zone 3 (Urban)	U21	$ 11.86	*	$ 28.45		$ 13.55		
6			Conditioning for dB loss from 8db to 5db	UL2	$ 7.81	*	$ 22.76		$ 8.58		
7			4-Wire Analog Zone 1(Rural)	U4H	$ 41.76	*	$ 47.60		$ 23.00		
8			4-Wire Analog Zone 2 (Suburban)	U4H	$ 23.94	*	$ 47.60		$ 23.00		
9			4-Wire Analog Zone 3 (Urban)	U4H	$ 19.44	*	$ 47.60		$ 23.00		
10			2-Wire Digital Zone 1(Rural)	U2Q	$ 40.69	*	$ 15.03	I	$ 6.22	I	
11			2-Wire Digital Zone 2 (Suburban)	U2Q	$ 29.50	*	$ 15.03	I	$ 6.22	I	
12			2-Wire Digital Zone 3 (Urban)	U2Q	$ 32.66	*	$ 15.03	I	$ 6.22	I	
13		**DSL Capable Loops**									
14		**2-Wire xDSL Loop**	*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	$ 23.34		$ 28.45		$ 13.55		
15			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	$ 13.64		$ 28.45		$ 13.55		
16			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	$ 11.86		$ 28.45		$ 13.55		
17			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	$ 23.34		$ 28.45		$ 13.55		
18			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	$ 13.64		$ 28.45		$ 13.55		
19			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	$ 11.86		$ 28.45		$ 13.55		
20			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	$ 23.34		$ 28.45		$ 13.55		
21			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	$ 13.64		$ 28.45		$ 13.55		
22			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	$ 11.86		$ 28.45		$ 13.55		
23			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	$ 23.34		$ 28.45		$ 13.55		
24			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	$ 13.64		$ 28.45		$ 13.55		
25			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	$ 11.86		$ 28.45		$ 13.55		
26			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	$ 23.34		$ 28.45		$ 13.55		
27			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	$ 13.64		$ 28.45		$ 13.55		
28			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	$ 11.86		$ 28.45		$ 13.55		
29			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	$ 23.34		$ 28.45		$ 13.55		
30			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	$ 13.64		$ 28.45		$ 13.55		
31			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	$ 11.86		$ 28.45		$ 13.55		
32		**4-Wire xDSL Loop**	*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	$ 41.76		$ 47.60		$ 23.00		
33			*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	$ 23.94		$ 47.60		$ 23.00		
34			*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	$ 19.44		$ 47.60		$ 23.00		
35			*** USOCS used for inventory purpose only**								
36											
37		**IDSL Capable Loops**	IDSL Loop Zone 1 (Rural)	UY5FX	$ 40.69		$ 181.75		$ 94.80		
38			IDSL Loop Zone 2 (Suburban)	UY5FX	$ 29.50		$ 181.75		$ 94.80		
39			IDSL Loop Zone 3 (Urban)	UY5FX	$ 32.66		$ 181.75		$ 94.80		
40											
41		**Loop Qualification Process**	Loop Qualification Process - Mechanized	NR98U	N/A		$ 0.10		N/A		
42			Loop Qualification Process - Manual	NRBXU	N/A		$ 0.00		N/A		
43			Loop Qualification Process - Detailed Manual	NR98Y	N/A		TBD		N/A		
44		**DSL Conditioning Options**	Removal of Repeaters	NRBXV	None		$ 100.00		$ 100.00		
45			Incremental Removal of Repeater (> than 17.5 Kft.same location/same	NRBNL	None		$ 100.00		$ 100.00		
46			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None		$ 100.00		$ 100.00		
47			Removal of Excessive Bridged Taps and Repeaters	NRBXH	None		$ 100.00		$ 100.00		
48			Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None		$ 100.00		$ 100.00		
49			Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None		$ 100.00		$ 100.00		
50			Removal of Excessive Bridged Taps	NRBXW	None		$ 100.00		$ 100.00		
51			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None		$ 100.00		$ 100.00		

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
SBC KANSAS
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#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
52			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None		$ 100.00		$ 100.00		
53			Removal of Excessive Bridged Taps and Load Coils	NRBXF	None		$ 100.00		$ 100.00		
54			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None		$ 100.00		$ 100.00		
55			Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None		$ 100.00		$ 100.00		
56			Removal of Load Coils	NRBXZ	None		$ 100.00		$ 100.00		
57			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None		$ 100.00		$ 100.00		
58			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None		$ 100.00		$ 100.00		
59											
60		**DSL Cross Connects**	DSL Shielded Loop to Collocation	UXRRX	$ 0.68		$ 17.29		$ 17.29		
61			2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	$ 1.47		$ 17.29		$ 17.29		
62		**LST**	LST performed on CODSLAM Loop	URCLD	none		$ 186.32		None		
63			LST performed on Sub Loop	URCLB	none		$ 170.17		None		
64		**Loop Cross Connects**	2-Wire Analog Loop to Collocation	UCXC2	$ 1.47		$ 17.29	I	$ 17.29	I	
65			2-Wire Analog Loop to Collocation (without testing)	UCXD2	$ 0.24		$ 17.29	I	$ 17.29	I	
66			4-Wire Analog Loop to Collocation	UCXC4	$ 2.95		$ 41.63	I	$ 35.73	I	
67			4-Wire Analog Loop to Collocation (without testing)	UCXD4	$ 0.48		$ 41.63	I	$ 35.73	I	
68			2-Wire Digital Loop to Collocation	(UCXC2) Pending	$ 2.95		$ 17.29		$ 17.29		
69			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) Pending	$ 0.48		$ 17.29		$ 17.29		
70			2-wire Analog Loop to Analog Line Port	UDLX2	$1.47		$ 35.83		$ 29.44		
71			2-wire Analog Loop to Analog DID Trunk Port	under development	$1.47		$ 35.83		$ 29.44		
72			2-wire Digital Loop to ISDN BRI Line Port	RECB2	$1.47		$ 35.83		$ 29.44		
73		**Sub-Loop Unbundling**	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	$ 2.38		None		None		
74			ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	$ 1.95		None		None		
75			ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	$ 2.64		None		None		
76			ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	$ 40.50		None		None		
77			ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	$ 13.53		None		None		
78			ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	$ 9.58		None		None		
79			ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	$ 45.29		None		None		
80			ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	$ 18.00		None		None		
81			ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	U6LAR	$ 13.78		None		None		
82			SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	$ 38.64		None		None		
83			SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	$ 12.02		None		None		
84			SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	$ 7.43		None		None		
85			SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	$ 43.43		None		None		
86			SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	$ 16.49		None		None		
87			SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	$ 11.63		None		None		
88			Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	$ 4.92		None		None		
89			Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	$ 4.60		None		None		
90			Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	$ 4.33		None		None		
91			ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	$ 4.76		None		None		
92			ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	$ 3.89		None		None		
93			ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	$ 5.28		None		None		
94			ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	$ 81.01		None		None		
95			ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	$ 27.06		None		None		
96			ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	$ 19.17		None		None		
97			ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	$ 90.58		None		None		
98			ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	$ 36.00		None		None		
99			ECS to NID subloop charge 4-Wire-Analog Zone 3 (Urban)	U6LER	$ 27.56		None		None		
100			SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	$ 77.28		None		None		
101			SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	$ 24.05		None		None		
102			SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	$ 14.86		None		None		
103			SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	$ 86.85		None		None		
104			SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	$ 32.99		None		None		
105			SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	$ 23.26		None		None		

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
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#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
106			Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	$ 9.84		None	None	
107			Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	$ 9.20		None	None	
108			Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	$ 8.66		None	None	
109			ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	$ 2.37		None	None	
110			ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	$ 1.94		None	None	
111			ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	$ 2.60		None	None	
112			ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	$ 40.50		None	None	
113			ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	$ 13.53		None	None	
114			ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	$ 9.54		None	None	
115			ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	$ 45.29		None	None	
116			ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	$ 18.00		None	None	
117			ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	U6LCR	$ 13.74		None	None	
118			SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	$ 38.63		None	None	
119			SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	$ 12.02		None	None	
120			SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	$ 7.39		None	None	
121			SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	$ 43.42		None	None	
122			SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	$ 16.49		None	None	
123			SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	$ 11.58		None	None	
124			Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	$ 4.92		None	None	
125			Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	$ 4.60		None	None	
126			Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	$ 4.33		None	None	
127			ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	$ 4.75		None	None	
128			ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	$ 3.89		None	None	
129			ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	$ 5.19		None	None	
130			ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	$ 81.00		None	None	
131			ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	$ 27.05		None	None	
132			ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	$ 19.08		None	None	
133			ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	$ 90.57		None	None	
134			ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	$ 35.99		None	None	
135			ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	U6LGR	$ 27.48		None	None	
136			SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	$ 77.27		None	None	
137			SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	$ 24.04		None	None	
138			SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	$ 14.77		None	None	
139			SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	$ 86.84		None	None	
140			SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	$ 32.98		None	None	
141			SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	$ 23.17		None	None	
142			Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	$ 9.84		None	None	
143			Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	$ 9.20		None	None	
144			Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	$ 8.66		None	None	
145		**Sub-loop Unbundling Cross Connect**	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None		$ 295.96	$ 112.32	
146			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None		$ 296.99	$ 113.36	
147			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None		$ 295.96	$ 112.32	
148			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None		$ 296.99	$ 113.36	
149									
150		**Cross Connects to Point of Access (POA)**	2-wire Analog Loop to POA - Method 1	UXRA1	$ 0.57	*	$ 92.05	$ 73.25	
151			2-wire Analog Loop to POA - Method 2	UXRA2	$ 0.65	*	$ 92.05	$ 73.25	
152			2-wire Analog Loop to POA - Method 3	UXRA3	$ 0.77	*	$ 92.05	$ 73.25	
153		**Routine Modifications**	Routine Modifications of Existing Facilities Charge	NA	NA		ICB	NA	
154		**Service Order Charges**	Manual New - Simple	NRBUQ	None		$ 12.35	None	
155			Manual Change - Simple	NRBUO	None		$ 12.35	None	
156			Manual Record - Simple	NRBUU	None		$ 12.35	None	
157			Manual Disconnect - Simple	NRBUW	None		$ 12.35	None	
158			Manual Suspend - Simple	NRBJZ	None		$ 12.35	None	
159			Manual Restore - Simple	NRBJ9	None		$ 12.35	None	
160			Manual Expedited - Simple	NRMV1	None		$ 12.35	None	
161			Manual Customer Not Ready - Simple	NRMV5	None		$ 12.35	None	
162			Manual Due Date Change or Cancellation - Simple	NRMV3	None		$ 12.35	None	

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
SBC KANSAS
August 16, 2004

#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
163			Manual New - Complex	NRBUR	None	$ 12.35	None	
164			Manual Change - Complex	NRBUP	None	$ 12.35	None	
165			Manual Record - Complex	NRBUV	None	$ 12.35	None	
166			Manual Disconnect - Complex	NRBUX	None	$ 12.35	None	
167			Manual Suspend - Complex	NRBJ7	None	$ 12.35	None	
168			Manual Restore - Complex	NRBJ8	None	$ 12.35	None	
169			Manual Expedited - Complex	NRMV2	None	$ 12.35	None	
170			Manual Customer Not Ready - Complex	NRMV6	None	$ 12.35	None	
171			Manual Due Date Change or Cancellation - Complex	NRMV4	None	$ 12.35	None	
172			Electronic New - Simple	NR9W2	None	$ 2.35	None	
173			Electronic New - Complex	NRBGX	None	$ 77.53	None	
174			Electronic Change - Simple	NR9GG	None	$ 2.35	None	
175			Electronic Change - Complex	NR9G8	None	$ 77.53	None	
176			Electronic Record - Simple	NR9GU	None	$ 2.35	None	
177			Electronic Record - Complex	NR9G7	None	$ 4.90	None	
178			Electronic Disconnect - Simple	NR9GZ	None	$ 2.35	None	
179			Electronic Disconnect - Complex	NR9G9	None	$ 26.50	None	
180			Electronic Suspend - Simple	NRBJ5	None	$ 2.35	None	
181			Electronic Restore - Simple	NRBJ6	None	$ 2.35	None	
182			Electronic Expedited - Simple	NRMV7	None	$ 2.35	None	
183			Electronic Expedited - Complex	NRMVX	None	$ 2.35	None	
184			Electronic Customer Not Ready - Simple	NRMV9	None	$ 2.35	None	
185			Electronic Customer Not Ready - Complex	NRMVY	None	$ 2.35	None	
186			Electronic Due Date Change or Cancellation Simple -	NRMV8	None	$ 2.35	None	
187			Electronic Due Date Change or Cancellation Compl;ex	NRMVZ	None	$ 2.35	None	
188			PIC Change Charge	NRBL9	None	$ 5.00	None	
189								
190		**OTHER**						
191								
#####		**Maintenance of Service Charges & Non-Productive Dispatch**	Basic Time - per half hour	MVV	None	$62.34	$ 29.97	
#####			Overtime - per half hour	MVV	None	$77.80	$ 37.70	
#####			Premium Time - per half hour	MVV	None	$93.25	$ 45.42	
#####		**Time and Materials Charges**	Basic Time - per half hour	ALK, ALT,ALH	None	$62.34	$ 29.97	
#####			Overtime - per half hour	ALK, ALT,ALH	None	$77.80	$ 37.70	
#####			Premium Time - per half hour	ALK, ALT,ALH	None	$93.25	$ 45.42	
#####					Annual Rates			
#####		**Pole and Duct**	Poles ($/attachment/yr.)*		$ 1.75			
#####		**(Structure)**						
#####			Per Foot Conduit Occupancy Fees					
#####			Full Duct ($/ft/yr.)		$ 0.59			
#####			Half Duct ($/ft/yr)		$ 0.30			
#####								
#####			*For (1) each one foot of usable space, or fraction thereof, occupied and (2)					
#####			additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
#####								
#####			Contract Administration Fee			$ 125.00		
#####			Administrative Record-Keeping Fee			$ 125.00		
#####								
#####								
#####								
#####		*	**The Parties acknowledge and agree that the rates set forth above are subject to any legal or equitable rights of review and remedies**					
#####			**(including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay,**					
#####			**injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise**					
#####			**affects any of the rates, terms and conditions herein, then the Parties shall expend diligent efforts to arrive at an agreement on**					
#####			**conforming modifications to this Agreement. 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.**					
#####		I	**Interim price subject to true-up pending further KCC review in Dkt. No. 01-GIMT-032-GIT**					
#####		***	**The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established**					
#####			**rates.**					

INDIANA BELL
TELEPHONE COMPANY
INCORPORATED d/b/a
SBC INDIANA
September 22, 2004

Line	INDIANA		Recurring	Non-Recurring	
2	**SBC Generic Rates**	**USOC**	Monthly	First	Additional
3	***NETWORK ELEMENTS***				
4	**Loops**				
5	2-Wire Analog - Rural (Rate Class 1) **/3/**	U2HX1	$ 11.50	See NRC prices below	
6	2-Wire Analog - Suburban (Rate Class 2) **/3/**	U2HX2	$ 12.50	See NRC prices below	
7	2-Wire Analog - Metro (Rate Class 3) **/3/**	U2HX3	$ 12.00	See NRC prices below	
8	2-Wir Ground Start, DID/Reverse Battery - Rural (Rate Class 1)	U2WX1	$ 9.57	See NRC prices below	
9	2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)	U2WX2	$ 8.90	See NRC prices below	
10	2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)	U2WX3	$ 8.84	See NRC prices below	
11	2-Wire Ground Start, PBX - Rural (Rate Class 1) **/3/**	U2JX1	$ 11.67	See NRC prices below	
12	2-Wire Ground Start, PBX - Suburban (Rate Class 2) **/3/**	U2JX2	$ 13.01	See NRC prices below	
13	2-Wire Ground Start, PBX - Metro (Rate Class 3) **/3/**	U2JX3	$ 12.63	See NRC prices below	
14	2-Wire COPTS Coin - Rural (Rate Class 1) **/3/**	U2CX1	$ 12.00	See NRC prices below	
15	2-Wire COPTS Coin - Suburban (Rate Class 2) **/3/**	U2CX2	$ 13.46	See NRC prices below	
16	2-Wire COPTS Coin - Metro (Rate Class 3) **/3/**	U2CX3	$ 13.07	See NRC prices below	
17	2-Wire EKL - Rural (Rate Class 1) **/3/**	U2KX1	$ 13.17	See NRC prices below	
18	2-Wire EKL - Suburban (Rate Class 2) **/3/**	U2KX2	$ 15.09	See NRC prices below	
19	2-Wire EKL - Metro (Rate Class 3) **/3/**	U2KX3	$ 14.66	See NRC prices below	
20	Conditioning for dB Loss				
21	4-Wire Analog - Rural (Rate Class 1) **/3/**	U4HX1	$ 27.28	See NRC prices below	
22	4-Wire Analog - Suburban (Rate Class 2) **/3/**	U4HX2	$ 31.49	See NRC prices below	
23	4-Wire Analog - Metro (Rate Class 3) **/3/**	U4HX3	$ 30.59	See NRC prices below	
24	2-Wire Digital - Rural (Rate Class 1) **/3/**	U2QX1	$ 16.00	See NRC prices below	
25	2-Wire Digital - Suburban (Rate Class 2) **/3/**	U2QX2	$ 19.48	See NRC prices below	
26	2-Wire Digital - Metro (Rate Class 3) **/3/**	U2QX3	$ 18.19	See NRC prices below	
27					
28	**DSL Capable Loops**				
29	**2-Wire xDSL Loop**				
30	PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural **/3/**	2SLA1	$ 9.33	See NRC prices below	
31	PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban **/3/**	2SLA2	$ 10.45	See NRC prices below	
32	PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro **/3/**	2SLA3	$ 9.84	See NRC prices below	
33					
34	PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural **/3/**	2SLC1	$ 9.33	See NRC prices below	
35	PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban **/3/**	2SLC2	$ 10.45	See NRC prices below	
36	PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro **/3/**	2SLC3	$ 9.84	See NRC prices below	
37					
38	PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural **/3/**	2SLB1	$ 9.33	See NRC prices below	
39	PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban **/3/**	2SLB2	$ 10.45	See NRC prices below	
40	PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro **/3/**	2SLB3	$ 9.84	See NRC prices below	
41					
42	PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural **/3/**	2SLD1	$ 9.33	See NRC prices below	
43	PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban **/3/**	2SLD2	$ 10.45	See NRC prices below	
44	PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro **/3/**	2SLD3	$ 9.84	See NRC prices below	
45					
46	PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural **/3/**	UWRA1	$ 9.33	See NRC prices below	
47	PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban **/3/**	UWRA2	$ 10.45	See NRC prices below	
48	PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro **/3/**	UWRA3	$ 9.84	See NRC prices below	
49					
50	PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural **/3/**	2SLF1	$ 9.33	See NRC prices below	
51	PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban **/3/**	2SLF2	$ 10.45	See NRC prices below	
52	PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro **/3/**	2SLF3	$ 9.84	See NRC prices below	
53	**4-Wire xDSL Loop**				
54	PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural **/3/**	4SL11	$ 16.95	See NRC prices below	
55	PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban **/3/**	4SL12	$ 19.08	See NRC prices below	
56	PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro **/3/**	4SL13	$ 18.18	See NRC prices below	
57					
58	**IDSL Capable Loop**				
59	IDSL Loop Class 1 - Rural **/3/**	UY5F1	$ 9.33	See NRC prices below	
60	IDSL Loop Class 2 - Suburban **/3/**	UY5F2	$ 10.45	See NRC prices below	
61	IDSL Loop Class 3 - Metro **/3/**	UY5F3	$ 9.84	See NRC prices below	
62					
63	**LST**				
64	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	$ 165.26	
65					
66					
67	**Loop Qualification Process**				
68	Loop Qualification Process - Mechanized	NR98U	N/A	$ 0.10	N/A
69	Loop Qualification Process - Manual	NRBXU	N/A	TBD	N/A
70	Loop Qualification Process - Detailed Manual	TBD	N/A	TBD	N/A
71					
72	**xDSL Conditioning**				
73	DSL Conditioning Options - >12KFT				
74	Removal of Repeater Options (per unit removed)	NRBXV	N/A	$24.70	N/A
75	Removal Excessive Bridged Tap Option (per unit removed)	NRBXW	N/A	$16.09	N/A
76	Removal of Load Coil (per unit removed)	NRBXZ	N/A	$16.18	N/A
77					
78	**Loop Non-Recurring Charges**				
79	Res/Bus Analog/2-W digital Loop, Initial Request, Install **/3/**	SEPUP	N/A	$ 6.83	N/A
80	Res/BUS Analog/2-w digital Loop, Initial Request, Disconnect **/3/**	NR9OE		$ 4.29	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individal Case Basis
NA -Not Applicable

INDIANA BELL
TELEPHONE COMPANY
INCORPORATED d/b/a
SBC INDIANA
September 22, 2004

Line	INDIANA				Recurring		Non-Recurring	
2	**SBC Generic Rates**			**USOC**	Monthly		First	Additional
81		Res/BUS Analog/2-W digital Loop, Subsequent Request **/3/**		REAH9	N/A		$ 6.83	N/A
82		Res/BUS Analog/2-W digital Loop, record Request **/3/**		NR9UP			$ 6.43	
83		Res/Bus Line Connection Standalone Line Connection Charge, Initial, Install **/3/**		SEPUC	N/A		$ 22.48	N/A
84		Res/BUS Standalone Line Connection Charge, Initial, Disconnect **/3/**		NR9OG			$ 7.42	
85		Res/Bus Standalone Line Connection Charge, Additional, Install **/3/**		REAH5	N/A			$ 15.55
86	**/*/**	Res/BUS Standalone Line Connection Charge, Additional, Disconnect **/3/**		PENDING				$ 4.81
87								
88								
89								
90	**SUB-LOOPS**							
91		ECS to SAI sub-loop						
92			2 Wire Analog - Rate Group 3	PENDING	$ 1.73		See NRC prices below	
93			2 Wire Analog - Rate Group 2	PENDING	$ 1.24		See NRC prices below	
94			2 Wire Analog - Rate Group 1	PENDING	$ 3.17		See NRC prices below	
95			4 Wire Analog - Rate Group 3	PENDING	$ 3.44		See NRC prices below	
96			4 Wire Analog - Rate Group 2	PENDING	$ 2.48		See NRC prices below	
97			4 Wire Analog - Rate Group 1	PENDING	$ 6.32		See NRC prices below	
98			2 Wire DSL - Rate Group 3	PENDING	$ 1.73		See NRC prices below	
99			2 Wire DSL - Rate Group 2	PENDING	$ 1.24		See NRC prices below	
100			2 Wire DSL - Rate Group 1	PENDING	$ 3.17		See NRC prices below	
101			4 Wire DSL - Rate Group 3	PENDING	$ 3.44		See NRC prices below	
102			4 Wire DSL - Rate Group 2	PENDING	$ 2.48		See NRC prices below	
103			4 Wire DSL - Rate Group 1	PENDING	$ 6.32		See NRC prices below	
104		ECS to Terminal sub-loop						
105			2 Wire Analog - Rate Group 3	PENDING	$ 5.71		See NRC prices below	
106			2 Wire Analog - Rate Group 2	PENDING	$ 5.95		See NRC prices below	
107			2 Wire Analog - Rate Group 1	PENDING	$ 8.02		See NRC prices below	
108			4 Wire Analog - Rate group 3	PENDING	$ 11.45		See NRC prices below	
109			4 Wire Analog - Rate Group 2	PENDING	$ 11.92		See NRC prices below	
110			4 Wire Analog - Rate Group 1	PENDING	$ 15.99		See NRC prices below	
111			2 Wire DSL - Rate Group 3	PENDING	$ 5.71		See NRC prices below	
112			2 Wire DSL - Rate Group 2	PENDING	$ 5.95		See NRC prices below	
113			2 Wire DSL - Rate group 1	PENDING	$ 8.02		See NRC prices below	
114			4 Wire DSL - Rate Group 3	PENDING	$ 11.45		See NRC prices below	
115			4 Wire DSL - Rate Group 2	PENDING	$ 11.92		See NRC prices below	
116			4 Wire DSL - Rate Group 1	PENDING	$ 15.99		See NRC prices below	
117		ECS to NID sub-loop						
118			2 Wire Analog - Rate group 3	PENDING	$ 6.47		See NRC prices below	
119			2 Wire Analog - Rate Group 2	PENDING	$ 6.72		See NRC prices below	
120			2 Wire Analog - Rate Group 1	PENDING	$ 8.75		See NRC prices below	
121			4 Wire Analog - Rate Group 3	PENDING	$ 12.93		See NRC prices below	
122			4 Wire Analog - Rate Group 2	PENDING	$ 13.46		See NRC prices below	
123			4 Wire Analog - Rate group 1	PENDING	$ 17.51		See NRC prices below	
124			2 Wire DSL - Rate Group 3	PENDING	$ 6.47		See NRC prices below	
125			2 Wire DSL - Rate group 2	PENDING	$ 6.72		See NRC prices below	
126			2 Wire DSL - Rate Group 1	PENDING	$ 8.75		See NRC prices below	
127			4 Wire DSL - Rate Group 3	PENDING	$ 12.93		See NRC prices below	
128			4 Wire DSL - Rate Group 2	PENDING	$ 13.46		See NRC prices below	
129			4 Wire DSL - Rate Group 1	PENDING	$ 17.51		See NRC prices below	
130		SAI to Terminal sub-loop						
131			2 Wire Analog - Rate group 3	PENDING	$ 4.85		See NRC prices below	
132			2 Wire Analog - Rate Group 2	PENDING	$ 5.56		See NRC prices below	
133			2 Wire Analog - Rate Group 1	PENDING	$ 5.90		See NRC prices below	
134			4 Wire Analog - Rate Group 3	PENDING	$ 9.75		See NRC prices below	
135			4 Wire Analog - Rate Group 2	PENDING	$ 11.13		See NRC prices below	
136			4 Wire Analog - Rate Group 1	PENDING	$ 11.77		See NRC prices below	
137			2 Wire DSL - Rate Group 3	PENDING	$ 4.85		See NRC prices below	
138			2 Wire DSL - Rate Group 2	PENDING	$ 5.56		See NRC prices below	
139			2 Wire DSL - Rate Group 1	PENDING	$ 5.90		See NRC prices below	
140			4 Wire DSL - Rate Group 3	PENDING	$ 9.75		See NRC prices below	
141			4 Wire DSL - Rate Group 2	PENDING	$ 11.13		See NRC prices below	
142			4 Wire DSL - Rate Group 1	PENDING	$ 11.77		See NRC prices below	
143		SAI to NID sub-loop						
144			2 Wire Analog - Rate group 3	PENDING	$ 5.60		See NRC prices below	
145			2 Wire Analog - Rate Group 2	PENDING	$ 6.33		See NRC prices below	
146			2 Wire Analog - Rate Group 1	PENDING	$ 6.65		See NRC prices below	
147			4 Wire Analog - Rate Group 3	PENDING	$ 11.24		See NRC prices below	
148			4 Wire Analog - Rate Group 2	PENDING	$ 12.65		See NRC prices below	
149			4 Wire Analog - Rate Group 1	PENDING	$ 13.26		See NRC prices below	
150			2 Wire DSL - Rate Group 3	PENDING	$ 5.60		See NRC prices below	
151			2 Wire DSL - Rate Group 2	PENDING	$ 6.33		See NRC prices below	
152			2 Wire DSL - Rate Group 1	PENDING	$ 6.65		See NRC prices below	
153			4 Wire DSL - Rate Group 3	PENDING	$ 11.24		See NRC prices below	
154			4 Wire DSL - Rate Group 2	PENDING	$ 12.65		See NRC prices below	
155			4 Wire DSL - Rate Group 1	PENDING	$ 13.26		See NRC prices below	
156		Terminal to NID sub-loop						
157			2 Wire Analog - Rate Group 3	PENDING	$ 1.23		See NRC prices below	
158			2 Wire Analog - Rate Group 2	PENDING	$ 1.22		See NRC prices below	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individal Case Basis
NA -Not Applicable

Line	INDIANA				Recurring		Non-Recurring	
2	SBC Generic Rates			USOC	Monthly		First	Additional
159			2 Wire Analog - Rate Group 1	PENDING	$ 1.22		See NRC prices below	
160			4 Wire Analog - Rate Group 3	PENDING	$ 2.49		See NRC prices below	
161			4 Wire Analog - Rate Group 2	PENDING	$ 2.48		See NRC prices below	
162			4 Wire Analog - Rate Group 1	PENDING	$ 2.43		See NRC prices below	
163			2 Wire DSL - Rate Group 3	PENDING	$ 1.23		See NRC prices below	
164			2 Wire DSL - Rate Group 2	PENDING	$ 1.22		See NRC prices below	
165			2 Wire DSL - Rate Group 1	PENDING	$ 1.22		See NRC prices below	
166			4 Wire DSL - Rate Group 3	PENDING	$ 2.49		See NRC prices below	
167			4 Wire DSL - Rate Group 2	PENDING	$ 2.48		See NRC prices below	
168			4 Wire DSL - Rate Group 1	PENDING	$ 2.43		See NRC prices below	
169		NID sub-loop element						
170			2 Wire Analog - Rate Group 3	PENDING	$ 0.16		See NRC prices below	
171			2 Wire Analog - Rate Group 2	PENDING	$ 0.16		See NRC prices below	
172			2 Wire Analog - Rate Group 1	PENDING	$ 0.16		See NRC prices below	
173			4 Wire Analog - Rate Group 3	PENDING	$ 0.32		See NRC prices below	
174			4 Wire Analog - Rate Group 2	PENDING	$ 0.32		See NRC prices below	
175			4 Wire Analog - Rate Group 1	PENDING	$ 0.32		See NRC prices below	
176			2 Wire DSL - Rate Group 3	PENDING	$ 0.16		See NRC prices below	
177			2 Wire DSL - Rate Group 2	PENDING	$ 0.16		See NRC prices below	
178			2 Wire DSL - Rate Group 1	PENDING	$ 0.16		See NRC prices below	
179			4 Wire DSL - Rate Group 3	PENDING	$ 0.32		See NRC prices below	
180			4 Wire DSL - Rate Group 2	PENDING	$ 0.32		See NRC prices below	
181			4 Wire DSL - Rate Group 1	PENDING	$ 0.32		See NRC prices below	
182			2 Wire ISDN Compatible - Rate Group 3	PENDING	$ 0.16		See NRC prices below	
183			2 Wire ISDN Compatible - Rate Group 2	PENDING	$ 0.16		See NRC prices below	
184			2 Wire ISDN Compatible - Rate Group 1	PENDING	$ 0.16		See NRC prices below	
185		**Sub-Loop Non-Recurring Charges**						
186			2-Wire Analog Sub-Loop	PENDING			$ 185.80	
187			4-Wire Analog Sub-Loop	PENDING			$ 186.65	
188			2-Wire xDSL Digital Sub-Loop	PENDING			$ 214.54	
189			4-Wire xDSL Digital Sub-Loop	PENDING			$ 218.09	
190			2-Wire ISDN Digital Sub-Loop	PENDING			$ 236.77	
191		**Service Order Charge**						
192			Establish, per occasion	PENDING			$ 14.57	
193			Add or change, per occasion	PENDING			$ 14.57	
194		**Line Connection Charge**						
195			per occasion	PENDING			$ 29.33	
196								
197	**Cross Connects**							
198		2-Wire		CXCT2	$ 0.14		NA	NA
199								
200								
201	**Enhanced Extended Loop (EEL) Service Order per LSR**							
202	/*/	Electronic, Analog/2-Wire Digital Loop, Establishment Request,Install /3/		PENDING			$ 6.89	
203	/*/	Electronic, Analog/2-Wire Digital Loop, Establishment Request, Disconnect /3/		PENDING			$ 4.20	
204	/*/	Electronic, Analog/2-Wire Digital Loop, Subsequent Order /3/		PENDING				$ 6.14
205	/*/	Manual, Analog /2-Wire Digital Loop, Establishment Request, Install /3/		PENDING			$ 51.78	
206	/*/	Manual, Analog /2-Wire Digital Loop, Establishment Request, Disconnect /3/		PENDING			$ 34.80	
207	/*/	Manual, Analog{2-Wire Digital Loop, Subsequent Order /3/		PENDING				$ 48.55
208								
209	**Enhanced Extended Loop (EEL) New Combination per Element**							
210	/*/	2Wire Analog Loop Connection, Initial, Install /3/		PENDING			$ 91.87	
211	/*/	2- Wire Analog Loop Connection, Initial, Disconnect /3/		PENDING			$ 15.48	
212	/*/	2-Wire Analog(Loop Connection, Additional, Install /3/		PENDING				$ 66.36
213	/*/	2- Wire Analog/ Loop Connection, Additional, Disconnect /3/		PENDING				$ 10.55
214	/*/	4-Wire Analog/ Loop Connection, Initial, Install /3/		PENDING			$ 93.41	
215	/*/	4-Wire Analog Loop Connection, Initial, Disconnect /3/		PENDING			$ 17.04	
216	/*/	4-Wire Analog Loop Connection, Additional, Install /3/		PENDING				$ 67.89
217	/*/	4- Wire Analog Loop Connection, Additional, Disconnect /3/		PENDING				$ 12.11
218	/*/	2-Wire Digital Loop Connection, Initial, Install /3/		PENDING			$ 100.08	
219	/*/	2-Wire Digital Loop Connection, Initial, Disconnect /3/		PENDING			$ 14.98	
220	/*/	2-Wire Digital Loop Connection, Additional, Install /3/		PENDING				$ 66.20
221	/*/	2-Wire Digital Loop Connection, Additional, Disconnect /3/		PENDING				$ 10.05
222								
223		**Routine Modifications**						
224			**Routine Modifications of Existing Facilities Charge**	**NA**	**NA**		**ICB**	**NA**
225								
#REF!								
#REF!	***OTHER***							
#REF!								
#REF!		**Structure Access - Poles & Ducts**			Annually			
#REF!			Per Pole attachment*	OPEN	$ 3.08			
#REF!			Per Foot of innerduct	OPEN	$ 0.33			
#REF!			Application fee	OPEN			$ 200.00	
#REF!			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each					
#REF!			additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
#REF!								
#REF!								
#REF!	/1/	**Pursuant to March 28, 2002 IURC order in Cause No. 40611-S1, this charge will be applicable only after the third party OSS test is complete for Indiana**						

TBD -To be determined
NRO -Nonrecurring only
ICB -Individal Case Basis
NA -Not Applicable

INDIANA BELL
TELEPHONE COMPANY
INCORPORATED d/b/a
SBC INDIANA
September 22, 2004

Line	INDIANA				Recurring		Non-Recurring	
2	SBC Generic Rates			USOC	Monthly		First	Additional
#REF!								
#REF!	/2/	**Rates are the result of 3/28/02 IURC order in Indiana Case 40611-S1. Rates are subject to SBC Indiana reservation of rights pertaining to that order,**						
#REF!		**and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.**						
#REF!								
#REF!	/3/	**Rates are the result of 1/5/04 IURC order in Indiana Cause 42393. Rates are subject to each party's reservation of rights pertaining to that order, and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.**						
#REF!								
#REF!	/*/	**As of January 5, 2003, SBC Indiana's billing systems are unable to bill this rate/rate structure in the manner SBC Indiana intends to eventually. SBC Indiana may adopt interim measures in order to render a bill to CLEC for applicable charges in advance of system changes. Details of any interim measures will be made available via Accessible Letter. Please contact your SBC Indiana local wholesale account manager with any questions.**						
#REF!								
#REF!	**/4/**	**Pursuant to FCC Tariff #2 Section 4, effective from June 1, 2004, billing shall cease effective October 1, 2004.**						
#REF!								
#REF!								
#REF!								

TBD -To be determined
NRO -Nonrecurring only
ICB -Individal Case Basis
NA -Not Applicable

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring	Non-Recurring	
2	***NETWORK ELEMENTS***					
3	**Loops**					
4	2-Wire Analog -Rural (Access Area C)		U2HXC	$ 14.91	See NRC prices below	
5	2-Wire Analog - Suburban (Access Area B)		U2HXB	$ 12.40	See NRC prices below	
6	2-Wire Analog - Metro (Access Area A)		U2HXA	$ 5.17	See NRC prices below	
7	2-Wire Ground Start, Analog/Reverse Battery-Rural(Access Area C)		U2WXC	$ 12.38	See NRC prices below	
8	2-Wire Ground Start, Analog/Reverse Battery-Suburban(Access Area B)		U2WXB	$ 7.84	See NRC prices below	
9	2-Wire Ground Start, analog/Reverse Battery-Metro(Access Area A)		U2WXA	$ 2.64	See NRC prices below	
10	2-Wire Ground Start, PBX-Rural (Access Area C)		U2JXC	$ 16.71	See NRC prices below	
11	2-Wire Ground Start, PBX-Suburban (Access Area B)		U2JXB	$ 13.13	See NRC prices below	
12	2-Wire Ground Start, PBX-Metro (Access Area A)		U2JXA	$ 4.11	See NRC prices below	
13	2-Wire COPTS Coin-Rural(Access Area C)		U2CXC	$ 16.94	See NRC prices below	
14	2-Wire COPTS Coin-Suburban(Access Area B)		U2CXB	$ 13.28	See NRC prices below	
15	2-Wire COPTS Coin-Metro(Access Area A)		U2CXA	$ 4.11	See NRC prices below	
16	2-Wire EKL--Rural(Access Area C)		U2KXC	$ 21.62	See NRC prices below	
17	2-Wire EKL-Suburban(Access Area B)		U2KXB	$ 16.30	See NRC prices below	
18	2-Wire EKL-Metro(Access Area A)		U2KXA	$ 4.24	See NRC prices below	
19	Conditioning for dB Loss			N/A	See NRC prices below	
20	4-Wire Analog - Rural (Access Area C)		U4XHC	$ 34.97	See NRC prices below	
21	4-Wire Analog - Suburban (Access Area B)		U4HXB	$ 27.25	See NRC prices below	
22	4-Wire Analog - Metro Access Area A)		U4HXA	$ 8.27	See NRC prices below	
23	2-Wire Digital - Rural (Access Area C)		U2QXC	$ 22.24	See NRC prices below	
24	2-Wire Digital - Suburban (Access Area B)		U2QXB	$ 17.76	See NRC prices below	
25	2-Wire Digital - Metro (Access Area A)		U2QXA	$ 5.44	See NRC prices below	
26	**DSL Capable Loops**					
27	**2-Wire xDSL Loop**					
28		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	$ 17.81	See NRC prices below	
29		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	$ 11.57	See NRC prices below	
30		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	$ 5.09	See NRC prices below	
31						
32		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	$ 17.81	See NRC prices below	
33		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	$ 11.57	See NRC prices below	
34		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	$ 5.09	See NRC prices below	
35						
36		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	$ 17.81	See NRC prices below	
37		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	$ 11.57	See NRC prices below	
38		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	$ 5.09	See NRC prices below	
39						
40		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	$ 17.81	See NRC prices below	
41		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	$ 11.57	See NRC prices below	
42		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	$ 5.09	See NRC prices below	
43						
44		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	$ 17.81	See NRC prices below	
45		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	$ 11.57	See NRC prices below	
46		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	$ 5.09	See NRC prices below	
47						
48		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	$ 17.81	See NRC prices below	
49		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	$ 11.57	See NRC prices below	
50		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	$ 5.09	See NRC prices below	
51	**4-Wire xDSL Loop**					
52		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	$ 33.59	See NRC prices below	
53		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	$ 20.93	See NRC prices below	
54		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	$ 7.93	See NRC prices below	
55	**IDSL Capable Loop**					
56	IDSL Loop Access Area C - Rural		UY5FC	$ 22.24	See NRC prices below	
57	IDSL Loop Access Area B - Suburban		UY5FB	$ 17.76	See NRC prices below	
58	IDSL Loop Access Area A - Metro		UY5FA	$ 5.44	See NRC prices below	
59						
60	LST					
61		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	$ 237.74	
62		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	$ 221.31	
63	**Loop Qualification Process**					
64	Loop Qualification Process - Mechanized		NR98U	N/A	$ -	N/A
65	Loop Qualification Process - Manual per minute		NRBXU	N/A	$ -	N/A
66	Loop Qualification Process - Detailed Manual		TBD	N/A	TBD	N/A
67						
68	**DSL Conditioning Options**					
69	**DSL Conditioning Options - >12KFT and < 17.5KFT**					
70	*	Removal of Repeater Options - per element	NRBXV	N/A	$21.49	N/A
71	*	Removal Bridged Tap Option - per element	NRBXW	N/A	$14.00	N/A
72	*	Removal of Load Coil - per element	NRBXZ	N/A	$14.08	N/A
73	**DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT per element**					
74	*	Removal of Repeater Options - per element	NRBNL	N/A	$21.49	N/A
75	*	Removal Bridged Tap Option - per element	NRBNK	N/A	$14.00	N/A
76	*	Removal of Load Coil - per element	NRBNJ	N/A	$14.08	N/A
77						
78						
79	**Loop Non-Recurring Charges**					

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring	Non-Recurring	
80		Service Ordering Charge - Analog Loops - Intitial - Per Occasion (Connect + Disconnect) /1/	SEPUP	NA	$ 11.27	N/A
81		Service Order - Initial (Connect) /2/	PENDING	NA	$ 6.76	NA
82	*	Service Order - (Disconnect) /2/	PENDING	NA	$ 6.36	NA
83	*	Service Ordering Charge - Analog Loops - Subsequent - Per Occasion /1/	REAH9	NA	$6.76	NA
84	*	Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion /1/	NR9UP	NA	$5.78	NA
85	*	Line Connection charge - analog Loop - Per Termination (Connect + Disconnect) /1/	SEPUC	NA	$50.13	NA
86		Line Connection (Connection) /2/	PENDING	NA	$43.97	NA
87		Line Connection (Initial) /2/	PENDING	NA	$49.00	NA
88		Line Connection (Additional) /2/	PENDING	NA	$33.92	NA
89		Line Connection (Disconnect) /2/	PENDING	NA	$8.68	NA
90		Line Connection (Disconnect-Initial) /2/	PENDING	NA	$9.50	NA
91		Line Connection (Disconnect-Additional) /2/	PENDING	NA	$7.03	NA
92	*	DS0 - Administrative	NR90H	NA	$ 91.88	N/A
93	*	DS0 - Design & Central Office	NR90K	NA	$ 127.86	N/A
94	*	DS0 - Customer Connection	NR90N	NA	$121.94	N/A
95	*	Service Ordering -(DS1) - Administrative Charge (Connect + Disconnect) /1/	NR90R	NA	$16.74	N/A
96		Service Ordering -(DS1) - Administrative Charge (Connect) /2/	PENDING	NA	$10.64	NA
97		Service Ordering -(DS1) - Administrative Charge (Disconnect /2/	PENDING	NA	$8.60	NA
98		Service Provisioning (DS1) (Connect + Disconnect) /1/	NR90U	NA	$206.06	NA
99						
100	**SUB-LOOPS**					
101		**ECS to SAI sub-loop**				
102		2 Wire Analog - area A	PENDING	$ 0.99	See NRC prices below	
103		2 Wire Analog - area B	PENDING	$ 1.64	See NRC prices below	
104		2 Wire Analog - area C	PENDING	$ 1.70	See NRC prices below	
105		4 Wire Analog - area A	PENDING	$ 2.00	See NRC prices below	
106		4 Wire Analog - area B	PENDING	$ 3.34	See NRC prices below	
107		4 Wire Analog - area C	PENDING	$ 3.35	See NRC prices below	
108		2 Wire DSL - area A	PENDING	$ 0.99	See NRC prices below	
109		2 Wire DSL - area B	PENDING	$ 1.64	See NRC prices below	
110		2 Wire DSL - area C	PENDING	$ 1.70	See NRC prices below	
111		4 Wire DSL - area A	PENDING	$ 2.00	See NRC prices below	
112		4 Wire DSL - area B	PENDING	$ 3.34	See NRC prices below	
113		4 Wire DSL - area C	PENDING	$ 3.35	See NRC prices below	
114		**ECS to Terminal sub-loop**				
115		2 Wire Analog - area A	PENDING	$ 0.98	See NRC prices below	
116		2 Wire Analog - area B	PENDING	$ 5.93	See NRC prices below	
117		2 Wire Analog - area C	PENDING	$ 10.38	See NRC prices below	
118		4 Wire Analog - area A	PENDING	$ 2.03	See NRC prices below	
119		4 Wire Analog - area B	PENDING	$ 11.88	See NRC prices below	
120		4 Wire Analog - area C	PENDING	$ 20.70	See NRC prices below	
121		2 Wire DSL - area A	PENDING	$ 0.98	See NRC prices below	
122		2 Wire DSL - area B	PENDING	$ 5.93	See NRC prices below	
123		2 Wire DSL - area C	PENDING	$ 10.38	See NRC prices below	
124		4 Wire DSL - area A	PENDING	$ 2.03	See NRC prices below	
125		4 Wire DSL - area B	PENDING	$ 11.88	See NRC prices below	
126		4 Wire DSL - area C	PENDING	$ 20.70	See NRC prices below	
127		**ECS to NID sub-loop**				
128		2 Wire Analog - area A	PENDING	$ 2.14	See NRC prices below	
129		2 Wire Analog - area B	PENDING	$ 7.36	See NRC prices below	
130		2 Wire Analog - area C	PENDING	$ 11.84	See NRC prices below	
131		4 Wire Analog - area A	PENDING	$ 4.36	See NRC prices below	
132		4 Wire Analog - area B	PENDING	$ 14.74	See NRC prices below	
133		4 Wire Analog - area C	PENDING	$ 23.64	See NRC prices below	
134		2 Wire DSL - area A	PENDING	$ 2.14	See NRC prices below	
135		2 Wire DSL - area B	PENDING	$ 7.36	See NRC prices below	
136		2 Wire DSL - area C	PENDING	$ 11.84	See NRC prices below	
137		4 Wire DSL - area A	PENDING	$ 4.36	See NRC prices below	
138		4 Wire DSL - area B	PENDING	$ 14.74	See NRC prices below	
139		4 Wire DSL - area C	PENDING	$ 23.64	See NRC prices below	
140		**SAI to Terminal sub-loop**				
141	*	2 Wire Analog - area A	PENDING	$ 1.28	See NRC prices below	
142	*	2 Wire Analog - area B	PENDING	$ 3.50	See NRC prices below	
143	*	2 Wire Analog - area C	PENDING	$ 5.65	See NRC prices below	
144	*	4 Wire Analog - area A	PENDING	$ 1.43	See NRC prices below	
145	*	4 Wire Analog - area B	PENDING	$ 5.90	See NRC prices below	
146	*	4 Wire Analog - area C	PENDING	$ 9.34	See NRC prices below	
147	*	2 Wire DSL - area A	PENDING	$ 1.14	See NRC prices below	
148	*	2 Wire DSL - area B	PENDING	$ 3.12	See NRC prices below	
149	*	2 Wire DSL - area C	PENDING	$ 5.65	See NRC prices below	
150	*	4 Wire DSL - area A	PENDING	$ 1.43	See NRC prices below	
151	*	4 Wire DSL - area B	PENDING	$ 5.90	See NRC prices below	
152	*	4 Wire DSL - area C	PENDING	$ 9.34	See NRC prices below	
153		**SAI to NID sub-loop**				
154	*	2 Wire Analog - area A	PENDING	$ 1.67	See NRC prices below	
155	*	2 Wire Analog - area B	PENDING	$ 4.67	See NRC prices below	
156	*	2 Wire Analog - area C	PENDING	$ 7.66	See NRC prices below	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring	Non-Recurring
157	*	4 Wire Analog - area A	PENDING	$ 2.14	See NRC prices below
158	*	4 Wire Analog - area B	PENDING	$ 8.81	See NRC prices below
159	*	4 Wire Analog - area C	PENDING	$ 13.94	See NRC prices below
160	*	2 Wire DSL - area A	PENDING	$ 1.38	See NRC prices below
161	*	2 Wire DSL - area B	PENDING	$ 3.61	See NRC prices below
162	*	2 Wire DSL - area C	PENDING	$ 7.66	See NRC prices below
163	*	4 Wire DSL - area A	PENDING	$ 2.14	See NRC prices below
164	*	4 Wire DSL - area B	PENDING	$ 8.63	See NRC prices below
165	*	4 Wire DSL - area C	PENDING	$ 13.94	See NRC prices below
166		**Terminal to NID sub-loop**			
167	*	2 Wire Analog - area A	PENDING	$ 0.42	See NRC prices below
168	*	2 Wire Analog - area B	PENDING	$ 1.01	See NRC prices below
169	*	2 Wire Analog - area C	PENDING	$ 1.10	See NRC prices below
170	*	4 Wire Analog - area A	PENDING	$ 0.62	See NRC prices below
171	*	4 Wire Analog - area B	PENDING	$ 2.21	See NRC prices below
172	*	4 Wire Analog - area C	PENDING	$ 2.42	See NRC prices below
173	*	2 Wire DSL - area A	PENDING	$ 0.35	See NRC prices below
174	*	2 Wire DSL - area B	PENDING	$ 0.78	See NRC prices below
175	*	2 Wire DSL - area C	PENDING	$ 0.97	See NRC prices below
176	*	4 Wire DSL - area A	PENDING	$ 0.56	See NRC prices below
177	*	4 Wire DSL - area B	PENDING	$ 1.89	See NRC prices below
178	*	4 Wire DSL - area C	PENDING	$ 2.24	See NRC prices below
179		**NID sub-loop element**			
180		2 Wire Analog - area A	PENDING	$ 0.19	See NRC prices below
181		2 Wire Analog - area B	PENDING	$ 0.24	See NRC prices below
182		2 Wire Analog - area C	PENDING	$ 0.20	See NRC prices below
183		4 Wire Analog - area A	PENDING	$ 0.42	See NRC prices below
184		4 Wire Analog - area B	PENDING	$ 0.50	See NRC prices below
185		4 Wire Analog - area C	PENDING	$ 0.42	See NRC prices below
186		2 Wire DSL - area A	PENDING	$ 0.19	See NRC prices below
187		2 Wire DSL - area B	PENDING	$ 0.24	See NRC prices below
188		2 Wire DSL - area C	PENDING	$ 0.20	See NRC prices below
189		4 Wire DSL - area A	PENDING	$ 0.42	See NRC prices below
190		4 Wire DSL - area B	PENDING	$ 0.50	See NRC prices below
191		4 Wire DSL - area C	PENDING	$ 0.42	See NRC prices below
192		2 Wire ISDN Compatible - area A	PENDING	$ 0.19	See NRC prices below
193		2 Wire ISDN Compatible - area B	PENDING	$ 0.24	See NRC prices below
194		2 Wire ISDN Compatible - area C	PENDING	$ 0.20	See NRC prices below
195	**Sub-Loop Non-Recurring Charges**				
196	*	2-Wire Analog Sub-Loop	PENDING		$ 220.28
197	*	4-Wire Analog Sub-Loop	PENDING		$ 239.27
198	*	2-Wire xDSL Digital Sub-Loop	PENDING		$ 220.28
199	*	4-Wire xDSL Digital Sub-Loop	PENDING		$ 279.25
200	*	2-Wire ISDN Digital Sub-Loop	PENDING		$ 305.92
201		**Service Order Charge**			
202	*	Establish, per occasion	PENDING		$ 13.17
203	*	Add or change, per occasion	PENDING		$ 13.17
204		**Line Connection Charge**			
205	*	per occasion	PENDING		$ 25.08
206					
207					
208	**Cross Connects**				
209	2-Wire		CXCT2	$ 0.14	NA / NA
210					
211					
212	**Enhanced Extended Loop (EEL) Service Order per LSR**				
213	Analog Loop Service Order Charge, per ASR or LSR				
214	Electronic Establish (Connection + Disconnection) /1/		PENDING	NA	$ 16.61 / NA
215		Connection /2/	PENDING	NA	$ 10.48 / NA
216		Disconnection /2/	PENDING	NA	$ 8.63 / NA
217	Electronic Subsequent		PENDING	NA	$ 10.04 / NA
218	Manual Establish (Connection + Disconnection) /1/		PENDING	NA	$ 93.25 / NA
219		Connection /2/	PENDING	NA	$ 63.12 / NA
220		Disconnection /2/	PENDING	NA	$ 42.47 / NA
221	Manual Subsequent		PENDING		$ 59.18 / NA
222					
223	2-Wire Digital Loop Service Order Charge				
224	Electronic Establish (Connection + Disconnection) /1/		PENDING	NA	$ 16.61 / NA
225		Connection /2/	PENDING	NA	$ 10.48 / NA
226		Disconnection /2/	PENDING	NA	$ 8.63 / NA
227	Electronic Subsequent		PENDING	NA	$ 10.04 / NA
228	Manual Establish (Connection + Disconnection) /1/		PENDING	NA	$ 93.25 / NA
229		Connection /2/	PENDING	NA	$ 63.12 / NA
230		Disconnection /2/	PENDING	NA	$ 42.47 / NA
231	Manual Subsequent		PENDING	NA	$ 59.18 / NA
232					
233	**Provisioning**				

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring		Non-Recurring	
234	2-Wire Analog Loop Connection - Initial (Connection + Disconnection) /1/		PENDING	NA		$ 56.18	NA
235		Connection /2/	PENDING	NA		$ 49.44	NA
236		Disconnection /2/	PENDING	NA		$ 9.50	NA
237	2-Wire Analog Loop Connection - Additional (Connection + Disconnection) /1/		PENDING	NA		$ 38.85	NA
238		Connection /2/	PENDING	NA		$ 33.86	NA
239		Disconnection /2/	PENDING	NA		$ 7.03	NA
240	4-Wire Analog Loop Connection - Initial (Connection + Disconnection) /1/		PENDING	NA		$ 56.18	NA
241		Connection /2/	PENDING	NA		$ 49.44	NA
242		Disconnection /2/	PENDING	NA		$ 9.50	NA
243	4-Wire Analog Loop Connection - Additional (Connection + Disconnection) /1/		PENDING	NA		$ 38.85	NA
244		Connection /2/	PENDING	NA		$ 33.86	NA
245		Disconnection /2/	PENDING	NA		$ 7.03	NA
246	2-Wire Digital Loop Connection - Initial (Connection + Disconnection) /1/		PENDING	NA		$ 72.50	NA
247		Connection /2/	PENDING	NA		$ 65.76	NA
248		Disconnection /2/	PENDING	NA		$ 9.50	NA
249	2-Wire Digital Loop Connection - Additional (Connection + Disconnection) /1/		PENDING	NA		$ 35.44	NA
250		Connection /2/	PENDING	NA		$ 30.46	NA
251		Disconnection /2/	PENDING	NA		$ 7.03	NA
252							
253	**SA2UNE (NRCs)**						
254		Project Administrative Charge, per service order	NRMEZ	NA		$ 25.57	NA
255		Private Line to UNE Conversion	NRMEZ	NA		$ 25.57	NA
256							
257							
258		**Routine Modifications**					
259		Routine Modiifications to Existing Facilities Charge	NA	NA		ICB	NA
260							
261							
#REF!							
#REF!	**Maintenance of Service**		VRP	NA		$71.00	
#REF!							
#REF!	***OTHER***						
#REF!							
#REF!	**Structure Access - Poles & Ducts**			Annually			
#REF!		Per Pole attachment*	OPEN	$ 1.69		NA	NA
#REF!		Per Foot of innerduct:					
#REF!		with two or fewer innerducts	OPEN	$ 0.38		NA	NA
#REF!		with three innerducts	OPEN	$ 0.26		NA	NA
#REF!		with four innerducts	OPEN	$ 0.19		NA	NA
#REF!		Application fee	OPEN			$ 200.00	
#REF!		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional					
#REF!		one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
#REF!							
#REF!							
#REF!	**/1/**	These rates will be replaced effective March 31, 2005 by the rates identified by footnote /2/					
#REF!	**/2/**	In accordance with the Order in ICC Docket 02-0864, these rates will become effective on March 31, 2005.					
#REF!	*	This rate is interim, pursuant to the February 6, 2003 Order of the Illinois Commerce Commission in Docke					
#REF!		No. 01-0662, and are subject to true-up to reflect any adjustments made by legally binding rulings in subsequent proceedings. The true-up period shall begin as of February 6, 2003, the date of the Order. True-ups pursuant to this provision shall be effectuated only upon written notice by a Party ("Noitce"). Upon suc Notice, the billing party shall perform the appropriate true-up calculation and issue appropriate credits or bills to the other party. If the true-up results in additional amounts to be billed, any backbilling limitations applicable to amounts billed under this Agreement will not apply.					

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

THE SOUTHERN NEW ENGLAND TEL CO
CONNECTICUT
Aug 27, 2004

CONNECTICUT	**SBC CONNECTICUT RECURRING**		**SBC CONNECTICUT NON-RECURRING**	
	Monthly		Initial	Additional
ROW - POLES, CONDUIT AND DUCTS	New			
AGREEMENT ESTABLISHMENT FEE				$650.00
POLE ATTACHMENTS				
Pole Attachment Telecommunication License Fee - Per Pole, Per Year			$7.30	
Third Party Overlash Fee - Per Pole, Per Year			$5.84	
Application Fee				
Per Application				$150.00
Per Pole				$50.00
Unauthorized Attachment/Overlashing Fee - Per Pole				$50.00
Non-Conforming Construction/Shifting Fee - Per Pole				$50.00
Make-Ready Work Charges				ICB
Rearrangement/Shifting Fee				ICB
Periodic Inspection Fee				ICB
CONDUITS AND DUCTS				
Underground Path License Fee -Per Duct Foot of 1.1" Outside Diameter	$0.08			
Innerduct				
Manhole Lateral Installation Fee - Per Duct				$1,000.00
Application Fee - Per Span or Fixed, Whichever is Greater				
Per Span or Section				$12.50
Fixed				$ 150.00
Unauthorized Occupancy Fee - Per Foot, Per Day				$ 50.00
Non-Conforming Construction/Rearrangement Fee				
Per Span/Section, Per Day				$ 50.00
Make-Ready Work Charges				ICB

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

THE SOUTHERN NEW ENGLAND TEL CO
CONNECTICUT
Aug 27, 2004

CONNECTICUT	SBC CONNECTICUT RECURRING	SBC CONNECTICUT NON-RECURRING
Resale Services and Rates, set at a minimum discount of 25.4% as established by the Connecticut Department of Public		
Utility Control (DPUC), are shown in the Connecticut Access Service Tariff, Section 18.		
UNE and Interconnection Services and Rates, as established by the DPUC, are shown in the Connecticut		
Access Services Tariff, Section 18.		
**** These charges only apply when CLEC utilizes SBC CONECTICUT's Operator Services for CLEC's switch-based end users.**		
For CLEC's end users served via the Telco's switch, rates are shown in the Connecticut Access Services		
Tariff, Section 18.		

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
SBC OKLAHOMA
August 16, 2004

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1		**NETWORK ELEMENTS**							
2		**Local Loops**		Disconnect Loop from inside wiring, per NID	NRBND	None	$ 46.15	$ 23.08	
3				2-Wire Analog Zone 1 (Rural)	U21	$ 35.00	$ 37.50	$ 15.65	
4				2-Wire Analog Zone 2 (Suburban)	U21	$ 18.00	$ 37.50	$ 15.65	
5				2-Wire Analog Zone 3 (Urban)	U21	$ 13.00	$ 37.50	$ 15.65	
6				Conditioning for dB loss from 8db to 5db	UL2	$ 7.81	$ 33.97	$ 12.65	
7				4-Wire Analog Zone 1(Rural)	U4H	$ 72.37	$ 37.50	$ 15.65	
8				4-Wire Analog Zone 2 (Suburban)	U4H	$ 40.52	$ 37.50	$ 15.65	
9				4-Wire Analog Zone 3 (Urban)	U4H	$ 30.39	$ 37.50	$ 15.65	
10				2-Wire Digital Zone 1(Rural)	U2Q	$ 72.87	$ 93.24	$ 48.88	
11				2-Wire Digital Zone 2 (Suburban)	U2Q	$ 47.60	$ 93.24	$ 48.88	
12				2-Wire Digital Zone 3 (Urban)	U2Q	$ 41.14	$ 93.24	$ 48.88	
13									
14		**DSL Capable Loops**							
15		**2-Wire xDSL Loop**		*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	$ 35.00	$ 37.50	$ 15.65	
16				*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	$ 18.00	$ 37.50	$ 15.65	
17				*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	$ 13.00	$ 37.50	$ 15.65	
18				*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	$ 35.00	$ 37.50	$ 15.65	
19				*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	$ 18.00	$ 37.50	$ 15.65	
20				*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	$ 13.00	$ 37.50	$ 15.65	
21				*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	$ 35.00	$ 37.50	$ 15.65	
22				*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	$ 18.00	$ 37.50	$ 15.65	
23				*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	$ 13.00	$ 37.50	$ 15.65	
24				*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	$ 35.00	$ 37.50	$ 15.65	
25				*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	$ 18.00	$ 37.50	$ 15.65	
26				*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	$ 13.00	$ 37.50	$ 15.65	
27				*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	$ 35.00	$ 37.50	$ 15.65	
28				*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	$ 18.00	$ 37.50	$ 15.65	
29				*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	$ 13.00	$ 37.50	$ 15.65	
30				*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	$ 35.00	$ 37.50	$ 15.65	
31				*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	$ 18.00	$ 37.50	$ 15.65	
32				*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	$ 13.00	$ 37.50	$ 15.65	
33		**4-Wire xDSL Loop**		*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	$ 72.37	$ 37.50	$ 15.65	
34				*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	$ 40.52	$ 37.50	$ 15.65	
35				*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	$ 30.39	$ 37.50	$ 15.65	
36				*** USOCS used for inventory purpose only**					
37		**IDSL Capable Loops**		IDSL Loop Zone 1 (Rural)	UY5FX	$ 72.87	$ 93.24	$ 48.88	
38				IDSL Loop Zone 2 (Suburban)	UY5FX	$ 47.60	$ 93.24	$ 48.88	
39				IDSL Loop Zone 3 (Urban)	UY5FX	$ 41.14	$ 93.24	$ 48.88	
40									
41		**DSL Cross Connects**		DSL Shielded Loop to Collocatior	UXRRX	$ 2.10	$ 62.04	$ 48.22	
42				2-Wire DSL Non-Shielded Cross Connect to Collocatior	UCX92	$ 2.10	$ 62.04	$ 48.22	
43				4-Wire DSL Non-Shielded Cross Connect to Collocatior	UCX94	$ 4.17	$ 71.56	$ 58.54	
44									
45		**Loop Qualification Process**		Loop Qualification Process - Mechanized	NR98U	N/A	$ 0.10	N/A	
46				Loop Qualification Process - Manual	NRBXU	N/A	$ 95.10	N/A	
47				Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
48									
49		**LST**		LST performed on CODSLAM Loop	URCLD	None	$ 211.08	None	
50				LST performed on Sub Loop	URCLB	None	$ 194.30	None	
51		**xDSL Conditioning Options**		**ADSL loop conditioning UNE Loops 12,000 feet to 17,500 feet**					
52				**Removal of Load Coils**					
53				Initial Rate	NRBXZ	N/A	$ 822.06	N/A	
54				Additional Same Location / Same Cable	NRMNN	N/A	$ 19.37	N/A	
55				Additional Same Location / Different Cable	NRMNO	N/A	$ 351.74	N/A	
56				Removal of Excessive Bridge Tap					
57				Initial Rate	NRBXW	N/A	$ 362.37	N/A	
58				Additional Same Location / Same Cable	NRMNG	N/A	$ 19.37	N/A	
59				Additional Same Location / Different Cable	NRMNH	N/A	$ 124.15	N/A	
60				Removal of Repeaters					
61				Initial Rate	NRBXV	N/A	$ 315.36	N/A	
62				Additional Same Location / Same Cable	NRMNA	N/A	$ 13.79	N/A	

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
SBC OKLAHOMA
August 16, 2004

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
63				Additional Same Location / Different Cable	NRMNB	N/A	$ 119.37	N/A	
64				Removal of Load Coils & Excessive Bridge Tap					
65				Initial Rate	NRBXF	N/A	$ 1,184.43	N/A	
66				Additional Same Location / Same Cable	NRMNK	N/A	$ 38.73	N/A	
67				Additional Same Location / Different Cable	NRMNL	N/A	$ 475.90	N/A	
68				Removal Excessive Bridge Tap & Repeater					
69				Initial Rate	NRBXH	N/A	$ 659.14	N/A	
70				Additional Same Location / Same Cable	NRMND	N/A	$ 33.16	N/A	
71				Additional Same Location / Different Cable	NRMNE	N/A	$ 242.73	N/A	
72				**ADSL loop conditioning UNE Loops over 17,500 feet in addition to conditioning of 12,000 feet to 17,500 feet.**					
73				Removal of Load Coils					
74				Initial Rate	NRBNJ	N/A	$ 286.15	N/A	
75				Additional Same Location / Same Cable	NRMNY	N/A	$ 6.57	N/A	
76				Additional Same Location / Different Cable	NRMNZ	N/A	$ 116.98	N/A	
77				Removal of Excessive Bridge Tap					
78				Initial Rate	NRBNK	N/A	$ 210.58	N/A	
79				Additional Same Location / Same Cable	NRMNU	N/A	$ 9.29	N/A	
80				Additional Same Location / Different Cable	NRMNV	N/A	$ 62.24	N/A	
81				Removal of Repeaters					
82				Initial Rate	NRBNL	N/A	$ 315.36	N/A	
83				Additional Same Location / Same Cable	NRMNQ	N/A	$ 13.79	N/A	
84				Additional Same Location / Different Cable	NRMNR	N/A	$ 118.58	N/A	
85				Removal of Load Coils & Excessive Bridge Tap					
86				Initial Rate	NRBM8	N/A	$ 480.79	N/A	
87				Additional Same Location / Same Cable	NRMNW	N/A	$ 15.85	N/A	
88				Additional Same Location / Different Cable	NRMNX	N/A	$ 179.22	N/A	
89				Removal Excessive Bridge Tap & Repeater					
90				Initial Rate	NRBTV	N/A	$ 498.06	N/A	
91				Additional Same Location / Same Cable	NRMNS	N/A	$ 23.08	N/A	
92				Additional Same Location / Different Cable	NRMNT	N/A	$ 180.82	N/A	
93	**For loops greater than 17,500 feet in length, the rates for conditioning loops under 17,500 feet in length will apply in addition to the rates for loops in excess of 17,500**								
94	**feet in length. The rates for conditioning loops in excess of 17,500 feet will apply on a per occurrence basis for the removal of inbibitors beyond that point.**								
95									
96		**Loop Cross Connects**		2-Wire Analog Loop to Collocation	UCXC2	$ 2.10	$ 62.04	$ 48.22	
97				2-Wire Analog Loop to Collocation (without testing)	UCXD2	$ 2.10	$ 62.04	$ 48.22	
98				4-Wire Analog Loop to Collocation	UCXC4	$ 4.17	$ 71.56	$ 58.54	
99				4-Wire Analog Loop to Collocation (without testing)	UCXD4	$ 4.17	$ 71.56	$ 58.54	
100				2-Wire Digital Loop to Collocation	(UCXC2) under development	$ 2.10	$ 62.04	$ 48.22	
101				2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	$ 2.10	$ 62.04	$ 48.22	
102				2-wire Analog Loop to Analog Line Port	UDLX2	$ -	$ 70.71	$ 55.71	
103				2-wire Analog Loop to Analog DID Trunk Port	under development	$ -	$ 70.71	$ 55.71	
104				2-wire Digital Loop to ISDN BRI Line Port	RECB2	$ -	$ 80.44	$ 66.38	
105					RECP4				
106				DS3 C.O. Cross Connect to Collocation	UCXBX	$ 32.00	$ 157.84	$ 108.98	
107		**Sub-loop Unbundling**		ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	$ 3.78	None	None	
108				ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	$ 3.20	None	None	
109				ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	$ 2.01	None	None	
110				ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	$ 25.92	None	None	
111				ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	$ 14.59	None	None	
112				ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	$ 10.80	None	None	
113				ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	$ 30.19	None	None	
114				ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	$ 19.20	None	None	
115				ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	U6LAR	$ 15.33	None	None	
116				SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	$ 22.73	None	None	
117				SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	$ 11.95	None	None	
118				SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	$ 9.35	None	None	
119				SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	$ 27.00	None	None	
120				SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	$ 16.56	None	None	

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
SBC OKLAHOMA
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Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
121				SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	$ 13.88	None	None	
122				Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	$ 4.41	None	None	
123				Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban	U6LAU	$ 4.75	None	None	
124				Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	$ 4.68	None	None	
125				ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	$ 7.57	None	None	
126				ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	$ 6.41	None	None	
127				ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	$ 4.03	None	None	
128				ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	$ 51.84	None	None	
129				ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban	U6LEQ	$ 29.19	None	None	
130				ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	$ 21.61	None	None	
131				ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	$ 58.56	None	None	
132				ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	$ 35.91	None	None	
133				ECS to NID subloop charge 4-Wire-Analog Zone 3 (Urban)	U6LER	$ 28.33	None	None	
134				SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	$ 45.47	None	None	
135				SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	$ 23.91	None	None	
136				SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	$ 18.70	None	None	
137				SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	$ 52.18	None	None	
138				SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	$ 30.63	None	None	
139				SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	$ 25.42	None	None	
140				Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	$ 7.02	None	None	
141				Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban	U6LEU	$ 7.02	None	None	
142				Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	$ 7.02	None	None	
143				ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	$ 3.80	None	None	
144				ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	$ 3.23	None	None	
145				ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	$ 2.01	None	None	
146				ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	$ 25.94	None	None	
147				ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	$ 14.62	None	None	
148				ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	$ 10.80	None	None	
149				ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	$ 30.20	None	None	
150				ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	$ 19.23	None	None	
151				ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	U6LCR	$ 15.33	None	None	
152				SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	$ 22.75	None	None	
153				SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	$ 11.98	None	None	
154				SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	$ 9.35	None	None	
155				SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	$ 27.02	None	None	
156				SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	$ 16.58	None	None	
157				SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	$ 13.88	None	None	
158				Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	$ 4.41	None	None	
159				Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	$ 4.75	None	None	
160				Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	$ 4.68	None	None	
161				ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	$ 7.60	None	None	
162				ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	$ 6.46	None	None	
163				ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	$ 4.03	None	None	
164				ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	$ 51.87	None	None	
165				ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	$ 29.24	None	None	
166				ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	$ 21.61	None	None	
167				ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	$ 58.59	None	None	
168				ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	$ 35.96	None	None	
169				ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	U6LGR	$ 28.33	None	None	
170				SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	$ 45.50	None	None	
171				SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	$ 23.96	None	None	
172				SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	$ 18.70	None	None	
173				SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	$ 52.22	None	None	
174				SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	$ 30.68	None	None	
175				SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	$ 25.42	None	None	
176				Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	$ 7.02	None	None	
177				Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	$ 7.02	None	None	
178				Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	$ 7.02	None	None	
179		**Sub-loop Unbundling Cross Connect**		Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	$ 448.78	$ 170.20	
180				Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	$ 450.33	$ 171.77	

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
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Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
181				Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	$ 448.78	$ 170.20	
182				Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	$ 450.57	$ 171.77	
183		**Cross Connects to Point of Access (POA)**		2-wire Analog Loop to POA - Method 1	UXRA1	$ 1.30	$ 93.15	$ 72.40	
184				2-wire Analog Loop to POA - Method 2	UXRA2	$ 1.30	$ 93.15	$ 72.40	
185				2-wire Analog Loop to POA - Method 3	UXRA3	$ 1.30	$ 93.15	$ 72.40	
186		**Routine Modifications**		Routine Modifications	NA	NA	ICB	NA	
187		**Service Order Charges**		Manual New - Simple	NRBUQ	None	$ 47.95	None	
188				Manual Change - Simple	NRBUO	None	$ 46.22	None	
189				Manual Record - Simple	NRBUU	None	$ 28.64	None	
190				Manual Disconnect - Simple	NRBUW	None	$ 23.98	None	
191				Manual Suspend - Simple	NRBJZ	None	$ 28.64	None	
192				Manual Restore - Simple	NRBJ9	None	$ 28.64	None	
193				Manual Expedited - Simple	NRMV1	None	$ 46.22	None	
194				Manual Customer Not Ready - Simple	NRMV5	None	$ 46.22	None	
195				Manual Due Date Change or Cancellation - Simple	NRMV3	None	$ 46.22	None	
196				Manual New - Complex	NRBUR	None	$ 196.00	None	
197				Manual Change - Complex	NRBUP	None	$ 108.96	None	
198				Manual Record - Complex	NRBUV	None	$ 91.31	None	
199				Manual Disconnect - Complex	NRBUX	None	$ 52.41	None	
200				Manual Suspend - Complex	NRBJ7	None	$ 91.31	None	
201				Manual Restore - Complex	NRBJ8	None	$ 91.31	None	
202				Manual Expedited - Complex	NRMV2	None	$ 108.96	None	
203				Manual Customer Not Ready - Complex	NRMV6	None	$ 108.96	None	
204				Manual Due Date Change or Cancellation - Complex	NRMV4	None	$ 108.96	None	
205				Electronic New - Simple	NR9W2	None	$ 3.33	None	
206				Electronic New - Complex	NRBGX	None	$ 84.59	None	
207				Electronic Change - Simple	NR9GG	None	$ 3.33	None	
208				Electronic Change - Complex	NR9G8	None	$ 84.59	None	
209				Electronic Record - Simple	NR9GU	None	$ 3.33	None	
210				Electronic Record - Complex	NR9G7	None	$ 5.34	None	
211				Electronic Disconnect - Simple	NR9GZ	None	$ 3.33	None	
212				Electronic Disconnect - Complex	NR9G9	None	$ 28.91	None	
213				Electronic Suspend - Simple	NRBJ5	None	$ 3.33	None	
214				Electronic Restore - Simple	NRBJ6	None	$ 3.33	None	
215				Electronic Expedited - Simple	NRMV7	None	$ 3.33	None	
216				Electronic Expedited - Complex	NRMVX	None	$ 3.33	None	
217				Electronic Customer Not Ready - Simple	NRMV9	None	$ 3.33	None	
218				Electronic Customer Not Ready - Complex	NRMVY	None	$ 3.33	None	
219				Electronic Due Date Change or Cancellation - Simple	NRMV8	None	$ 3.33	None	
220				Electronic Due Date Change or Cancellation - Complex	NRMVZ	None	$ 3.33	None	
221				PIC Change Charge	NRBL9	None	$ 5.00	None	
222									
#REF!		**Maintenance of Service Charges & Non-Productive Dispatch**		Basic Time - per half hour	MVV	None	$ 49.48	$ 23.78	
#REF!				Overtime - per half hour	MVV	None	$ 62.10	$ 30.10	
#REF!				Premium Time - per half hour	MVV	None	$ 74.73	$ 36.40	
#REF!		**Time and Materials Charges**		Basic Time - per half hour	ALK, ALT,ALH	None	$ 49.48	$ 23.78	
#REF!				Overtime - per half hour	ALK, ALT,ALH	None	$ 62.10	$ 30.10	
#REF!				Premium Time - per half hour	ALK, ALT,ALH	None	$ 74.73	$ 36.40	
#REF!						Annual Rates			
#REF!		**Poles and Duct**		Poles ($/attachment/yr.)*		$ 1.55			
#REF!									
#REF!				Per Foot Conduit Occupancy Fees					
#REF!		**(Structure)**		Full Duct ($/ft/yr.)		$ 0.67			
#REF!				Half Duct ($/ft/yr)		$ 0.34			
#REF!				*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
#REF!				Contract Administration Fee			$ 125.00		

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
SBC OKLAHOMA
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Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
#REF!				Administrative Record-Keeping Fee			$ 125.00		
#REF!									
#REF!									
#REF!									

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
SBC TEXAS
August 16, 2004

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1		**NETWORK ELEMENTS**						
2		**Local Loops**	Disconnect Loop from inside wiring, per NID	NRBND	None	$ 14.32	$ 14.32	
3			2-Wire Analog Zone 1 (Rural)	U21	$ 18.98	$ 15.03	$ 6.22	
4			2-Wire Analog Zone 2 (Suburban)	U21	$ 13.65	$ 15.03	$ 6.22	
5			2-Wire Analog Zone 3 (Urban)	U21	$ 12.14	$ 15.03	$ 6.22	
6			Conditioning for dB loss from 8db to 5db	UL2	$ 6.03	$ 17.54	$ 16.13	
7			4-Wire Analog Zone 1(Rural)	U4H	$ 36.06	$ 15.03	$ 6.22	
8			4-Wire Analog Zone 2 (Suburban)	U4H	$ 21.52	$ 15.03	$ 6.22	
9			4-Wire Analog Zone 3 (Urban)	U4H	$ 15.86	$ 15.03	$ 6.22	
10			2-Wire Digital Zone 1(Rural)	U2Q	$ 46.09	$ 15.03	$ 6.22	
11			2-Wire Digital Zone 2 (Suburban)	U2Q	$ 37.54	$ 15.03	$ 6.22	
12			2-Wire Digital Zone 3 (Urban)	U2Q	$ 34.91	$ 15.03	$ 6.22	
13		**DSL Capable Loops**						
14		**2-Wire xDSL Loop**	*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	$ 18.98	$ 15.03	$ 6.22	
15			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	$ 13.65	$ 15.03	$ 6.22	
16			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	$ 12.14	$ 15.03	$ 6.22	
17			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	$ 18.98	$ 15.03	$ 6.22	
18			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	$ 13.65	$ 15.03	$ 6.22	
19			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	$ 12.14	$ 15.03	$ 6.22	
20			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	$ 18.98	$ 15.03	$ 6.22	
21			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	$ 13.65	$ 15.03	$ 6.22	
22			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	$ 12.14	$ 15.03	$ 6.22	
23			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	$ 18.98	$ 15.03	$ 6.22	
24			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	$ 13.65	$ 15.03	$ 6.22	
25			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	$ 12.14	$ 15.03	$ 6.22	
26			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	$ 18.98	$ 15.03	$ 6.22	
27			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	$ 13.65	$ 15.03	$ 6.22	
28			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	$ 12.14	$ 15.03	$ 6.22	
29			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	$ 18.98	$ 15.03	$ 6.22	
30			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	$ 13.65	$ 15.03	$ 6.22	
31			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	$ 12.14	$ 15.03	$ 6.22	
32		**4-Wire xDSL Loop**	*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	$ 36.06	$ 15.03	$ 6.22	
33			*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	$ 21.52	$ 15.03	$ 6.22	
34			*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	$ 15.86	$ 15.03	$ 6.22	
35			*** USOCS used for inventory purpose only**					
36								
37		**IDSL Capable Loops**	IDSL Loop Zone 1 (Rural)	UY5FX	$ 46.09	$ 15.03	$ 6.22	
38			IDSL Loop Zone 2 (Suburban)	UY5FX	$ 37.54	$ 15.03	$ 6.22	
39			IDSL Loop Zone 3 (Urban)	UY5FX	$ 34.91	$ 15.03	$ 6.22	
40		**Loop Qualification Process**	Loop Qualification Process - Mechanized	NR98U	N/A	$ 0.10	N/A	
41			Loop Qualification Process - Manual	NRBXU	N/A	$ 78.08	N/A	
42			Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
43		**DSL Conditioning Options**	Removal of Repeaters	NRBXV	None	$ 282.51	$ 13.75	
44			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	$ 282.51	$ 13.75	
45			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	$ 105.90	$ 13.75	
46			Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	$ 730.25	$ 39.48	
47			Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	$ 497.55	$ 26.61	
48			Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	$ 180.68	$ 26.61	
49			Removal of Excessive Bridged Taps	NRBXW	None	$ 489.18	$ 25.72	
50			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	$ 244.59	$ 12.86	
51			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	$ 74.78	$ 12.86	
52			Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	$ 1,213.80	$ 44.86	
53			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	$ 482.17	$ 19.22	

Line	Change/ Updates	Service		Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
54				Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	$ 178.89	$ 19.22	
55				Removal of Load Coils	NRBXZ	None	$ 766.05	$ 19.14	
56				Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	$ 255.35	$ 6.10	
57				Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	$ 104.11	$ 6.10	
58									
59		**DSL Cross Connects**		DSL Shielded Loop to Collocation	UXRRX	$ 0.60	$ 57.75	$ 57.75	
60				2-Wire DSL Non-Shielded Cross Connect to Collocatior	UCX92	0.00	$ 6.91	$ 4.97	
61				4-Wire DSL Non-Shielded Cross Connect to Collocatior	UCX94	0.00	$ 29.56	$ 29.56	
62		**LST**		LST performed on CODSLAM Loop	URCLD	None	$ 215.65	None	
63				LST performed on Sub Loop	URCLB	None	$ 208.59	None	
64		**Loop Cross Connects**		2-Wire Analog Loop to Collocation	UCXC2	$ 1.24	$ 4.72	$ 4.72	
65				2-Wire Analog Loop to Collocation (without testing)	UCXD2	0.00	$ 6.91	$ 4.97	
66				4-Wire Analog Loop to Collocation	UCXC4	$ 2.49	$ 29.56	$ 29.56	
67				4-Wire Analog Loop to Collocation (without testing)	UCXD4	0.00	$ 29.56	$ 29.56	
68				2-Wire Digital Loop to Collocation	(UCXC2) under development	$ 1.24	$ 4.72	$ 4.72	
69				2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	0.00	$ 6.91	$ 4.97	
70				2-wire Analog Loop to Analog Line Por	UDLX2	0.00	$ 4.17	$ 3.29	
71				2-wire Analog Loop to Analog DID Trunk Port	under development	0.00	$ 4.17	$ 3.29	
72				2-wire Digital Loop to ISDN BRI Line Port	RECB2	0.00	$ 9.40	$ 9.40	
73		**Sub-loop Unbundling**		ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	$ 1.36	None	None	
74				ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban	U6LAP	$ 1.23	None	None	
75				ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	$ 1.19	None	None	
76				ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	$ 14.11	None	None	
77				ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban	U6LAQ	$ 6.78	None	None	
78				ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	$ 4.55	None	None	
79				ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	$ 16.63	None	None	
80				ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban	U6LAR	$ 9.20	None	None	
81				ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	U6LAR	$ 6.90	None	None	
82				SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	$ 13.07	None	None	
83				SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban	U6LAS	$ 5.85	None	None	
84				SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	$ 3.66	None	None	
85				SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	$ 15.59	None	None	
86				SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban	U6LAT	$ 8.27	None	None	
87				SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	$ 6.01	None	None	
88				Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	$ 2.63	None	None	
89				Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban	U6LAU	$ 2.54	None	None	
90				Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	$ 2.47	None	None	
91				ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	$ 2.72	None	None	
92				ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban	U6LEP	$ 2.45	None	None	
93				ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	$ 2.37	None	None	
94				ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	$ 27.97	None	None	
95				ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban	U6LEQ	$ 13.42	None	None	
96				ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	$ 8.99	None	None	
97				ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	$ 33.01	None	None	
98				ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban	U6LER	$ 18.26	None	None	
99				ECS to NID subloop charge 4-Wire-Analog Zone 3 (Urban)	U6LER	$ 13.69	None	None	
100				SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	$ 25.88	None	None	
101				SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban	U6LES	$ 11.55	None	None	
102				SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	$ 7.21	None	None	
103				SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	$ 30.92	None	None	
104				SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	$ 16.40	None	None	
105				SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	$ 11.91	None	None	
106				Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	$ 5.27	None	None	
107				Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	$ 5.08	None	None	

Line	Change/ Updates	Service		Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
108				Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	$ 4.93	None	None	
109				ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	$ 1.36	None	None	
110				ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	$ 1.23	None	None	
111				ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	$ 1.19	None	None	
112				ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	$ 14.10	None	None	
113				ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	$ 6.81	None	None	
114				ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	$ 4.58	None	None	
115				ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	$ 16.62	None	None	
116				ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	$ 9.23	None	None	
117				ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	U6LCR	$ 6.93	None	None	
118				SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	$ 13.06	None	None	
119				SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	$ 5.88	None	None	
120				SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	$ 3.69	None	None	
121				SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	$ 15.57	None	None	
122				SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	$ 8.30	None	None	
123				SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	$ 6.04	None	None	
124				Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	$ 2.63	None	None	
125				Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	$ 2.54	None	None	
126				Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	$ 2.47	None	None	
127				ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	$ 2.72	None	None	
128				ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	$ 2.45	None	None	
129				ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	$ 2.37	None	None	
130				ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	$ 27.96	None	None	
131				ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	$ 13.45	None	None	
132				ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	$ 9.03	None	None	
133				ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	$ 33.00	None	None	
134				ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	$ 18.29	None	None	
135				ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	U6LGR	$ 13.73	None	None	
136				SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	$ 25.87	None	None	
137				SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	$ 11.58	None	None	
138				SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	$ 7.24	None	None	
139				SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	$ 30.90	None	None	
140				SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	$ 16.43	None	None	
141				SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	$ 11.94	None	None	
142				Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	$ 5.27	None	None	
143				Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	$ 5.08	None	None	
144				Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	$ 4.93	None	None	
145		**Sub-loop Unbundling Cross Connect**		Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	$ 242.15	$ 91.77	
146				Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	$ 242.99	$ 92.60	
147				Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	$ 242.15	$ 91.77	
148				Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	$ 242.99	$ 92.60	
149		**Cross Connects to Point of Access (POA)**		2-wire Analog Loop to POA - Method 1	UXRA1	$ 1.00	$ 20.70	$ 20.70	
150				2-wire Analog Loop to POA - Method 2	UXRA2	$ 1.00	$ 20.70	$ 20.70	
151				2-wire Analog Loop to POA - Method 3	UXRA3	$ 1.00	$ 20.70	$ 20.70	
152		**Routine Modifications**		Routine Modifications of Existing Facilities Charge	NA	NA	ICB	NA	
#REF!		**Service Order Charges**		Manual New - Simple	NRBUQ	None	$ 5.00	None	
#REF!				Manual Change - Simple	NRBUO	None	$ 5.00	None	
#REF!				Manual Record - Simple	NRBUU	None	$ 5.00	None	
#REF!				Manual Disconnect - Simple	NRBUW	None	$ 5.00	None	
#REF!				Manual Suspend - Simple	NRBJZ	None	$ 5.00	None	
#REF!				Manual Restore - Simple	NRBJ9	None	$ 5.00	None	
#REF!				Manual Expedited - Simple	NRMV1	None	$ 5.00	None	
#REF!				Manual Customer Not Ready - Simple	NRMV5	None	$ 5.00	None	
#REF!				ManualDue Date Change or Cancellation - Simple	NRMV3	None	$ 5.00	None	
#REF!				Manual New - Complex	NRBUR	None	$ 91.93	None	
#REF!				Manual Change - Complex	NRBUP	None	$ 62.56	None	
#REF!				Manual Record - Complex	NRBUV	None	$ 62.17	None	

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
SBC TEXAS
August 16, 2004

Line	Change/ Updates	Service		Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
#REF!				Manual Disconnect - Complex	NRBUX	None	$ 52.83	None	
#REF!				Manual Suspend - Complex	NRBJ7	None	$ 62.56	None	
#REF!				Manual Restore - Complex	NRBJ8	None	$ 62.56	None	
#REF!				Manual Expedited - Complex	NRMV2	None	$ 91.93	None	
#REF!				Manual Customer Not Ready - Complex	NRMV6	None	$ 91.93	None	
#REF!				Manual Due Date Change or Cancellation - Complex	NRMV4	None	$ 91.93	None	
#REF!				Electronic New - Simple	NR9W2	None	$ 2.58	None	
#REF!				Electronic New - Complex	NRBGX	None	$ 80.31	None	
#REF!				Electronic Change - Simple	NR9GG	None	$ 2.56	None	
#REF!				Electronic Change - Complex	NR9G8	None	$ 80.31	None	
#REF!				Electronic Record - Simple	NR9GU	None	$ 0.80	None	
#REF!				Electronic Record - Complex	NR9G7	None	$ 5.07	None	
#REF!				Electronic Disconnect - Simple	NR9GZ	None	$ 1.22	None	
#REF!				Electronic Disconnect - Complex	NR9G9	None	$ 27.45	None	
#REF!				Electronic Suspend Simple	NRBJ5	None	$ 2.56	None	
#REF!				Electronic Restore Simple	NRBJ6	None	$ 2.56	None	
#REF!				Electronic Expedited Simple	NRMV7	None	$ 2.58	None	
#REF!				Electronic Expedited Complex	NRMVX	None	$ 2.58	None	
#REF!				Electronic Customer Not Ready Simple	NRMV9	None	$ 2.58	None	
#REF!				Electronic Customer Not Ready - Complex	NRMVY	None	$ 2.58	None	
#REF!				Electronic Due Date Change or Cancellation Simple	NRMV8	None	$ 2.58	None	
#REF!				Electronic Due Date Change or Cancellation Complex	NRMVZ	None	$ 2.58	None	
#REF!				PIC Change Charge	NRBL9	None	$ 2.58	0.05	
#REF!		**OTHER**							
#REF!		**Maintenance of Service Charges & Non-Productive Dispatch**		Basic Time - per half hour	MVV	None	$ 21.44	$ 21.44	
#REF!				Overtime - per half hour	MVV	None	$ 28.01	$ 28.01	
#REF!				Premium Time - per half hour	MVV	None	$ 34.59	$ 34.59	
#REF!		**Time and Materials Charges**		Basic Time - per half hour	ALK, ALT,ALH	None	$ 21.44	$ 21.44	
#REF!				Overtime - per half hour	ALK, ALT,ALH	None	$ 28.01	$ 28.01	
#REF!				Premium Time - per half hour	ALK, ALT,ALH	None	$ 34.59	$ 34.59	
#REF!						Annual Rates			
#REF!		**Poles and Duct**		Poles ($/attachment/yr.)*		$ 2.85			
#REF!									
#REF!				Per Foot Conduit Occupancy Fees					
#REF!		**(Structure)**		Full Duct ($/ft/yr.)		$ 0.90			
#REF!				Half Duct ($/ft/yr)		$ 0.45			
#REF!									
#REF!				*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendred unusable by the attachment's presence.					
#REF!									
#REF!									
#REF!				Contract Administration Fee			$ 125.00		
#REF!				Administrative Record-Keeping Fee			$ 125.00		
#REF!									
#REF!									