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

by and among

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 COMPANY D/B/A SBC ARKANSAS,
SBC KANSAS, SBC MISSOURI, SBC OKLAHOMA AND/OR SBC TEXAS,
WISCONSIN BELL, INC. D/B/A SBC WISCONSIN

and

LEVEL 3 COMMUNICATIONS, LLC

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INTERCONNECTION 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** and **Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas**, **SBC Kansas**, **SBC Missouri**, **SBC Oklahoma** and/or **SBC Texas**, and **Wisconsin Bell, Inc. d/b/a SBC Wisconsin**, (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and, **Level 3 Communications, LLC** ("**LEVEL 3**"), (a Delaware corporation), shall apply to the state(s) of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

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 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, **LEVEL 3** intends to operate where **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** and **Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas**, **SBC Kansas**, **SBC Missouri**, **SBC Oklahoma** and/or **SBC Texas**, and **Wisconsin Bell, Inc. d/b/a SBC Wisconsin** are the incumbent Local Exchange Carrier(s) and **LEVEL 3**, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

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

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified in the General Terms and Conditions Definitions Appendix, and/or as defined elsewhere in this Agreement.

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, to the extent not inconsistent with this Agreement, whenever any provision of this Agreement refers to a technical reference, technical publication, **LEVEL 3** Practice, **SBC-13STATE** Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively, a "**Referenced Instrument**"), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect, and will include the then-current version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein.

2.4 References

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

2.5 Tariff References

2.5.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff. Each Party has incorporated by reference certain provisions of its Tariffs that govern the provision of specified services or facilities provided hereunder. Subject to Section 2.11.2 regarding changes in rates, if any provision of this Agreement and an

applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the provisions in this Agreement shall prevail.

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.

2.6 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. The Parties reserve their rights to dispute the issues addressed in this provision before the Connecticut DPUC.

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.

2.9 Incorporation by Reference

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

2.10 Non-Voluntary Provisions

2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by **SBC-13STATE**, but instead resulted from

determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "**Non-Voluntary Arrangement**"). **SBC-13STATE** has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within sixty (60) 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 PUCO's imposition in Ohio of the Minimum Telephone Service Standards (and all terms and conditions relating thereto) shall not apply in or be "portable to" any state other than Ohio.

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

2.12 Scope of Obligations

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

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

2.12.1.2 assets that **SBC-13STATE** owns or leases and which are used in connection with **SBC-13STATE**'s provision to **LEVEL 3** of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "**ILEC Assets**").

2.13 This Agreement is intended as a successor to the Interconnection Agreement between the same parties that became effective:

on July 20, 2001 in the state of Arkansas,
on August 4, 2001 in the state of Connecticut,
on November 24, 2001 in the state of Indiana,
on August 24, 2001 in the state of Ohio,
on December 1, 2001 in the state of Oklahoma,
on August 18, 2001 in the state of Wisconsin,
on November 30, 2001 in the state of Kansas,
on December 1, 2001 in the state of Missouri,
on December 30, 2001 in the state of Nevada,
on June 3, 2001 in the state of California,
on March 31, 2001 in the state of Illinois,
on April 16, 2001 in the state of Texas
and on February 15, 2001 in the state of Michigan.

Any provision of this Agreement that requires or permits a Party to take certain actions (such as submitting service orders, installing facilities, or providing information) shall not be interpreted as requiring either Party to repeat actions that were already taken under the previous agreement, unless the requirements of this Agreement are inconsistent with the arrangements previously in place

between the Parties; provided, however, that for the avoidance of any doubt, the foregoing shall not apply to (a) any new services, facilities, or Network Elements for which **LEVEL 3** submits an order, request, or application after the Effective Date, (b) nor to any pending (but not yet provisioned) services, facilities, or Network Elements for which **LEVEL 3** submits an order, request, or application after the Effective Date of this Agreement to modify or add to the pending (i.e., submitted by **LEVEL 3** prior to the Effective Date of this Agreement, but not yet fulfilled) order, request, or application, (c) nor to any existing services, facilities, or Network Elements for which **LEVEL 3** submits an order, request, or application after the Effective Date of this Agreement to modify the same. Rather, in the case of subsections (a), (b), and (c) directly above, any orders, requests, applications submitted by **LEVEL 3** after the Effective Date of this Agreement shall be governed by the rates, terms, and conditions of this Agreement. Whenever possible, services provided under the previous agreement shall be continued without interruption under the rates, terms, and conditions of this Agreement. Nothing in this Agreement is intended to extinguish any obligation of either Party to pay for services provided under the previous agreement but not yet billed or paid for, or any other obligation arising under the previous agreement that, by the terms of that agreement or by the nature of the obligation, survives the termination of that agreement.

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

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

4. GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 **SBC-12STATE** and **LEVEL 3** shall each use their best efforts to meet the Interconnection Activation Dates.

4.2 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.

4.3 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.

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

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

4.5.1 **SBC CALIFORNIA** reserves the right on one hundred eighty (180) calendar days notice to require UNE-Based Switch Port providers to administer their End-User records in **SBC CALIFORNIA**'s LIDB.

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

4.6 At all times during the Term, each Party shall keep and maintain in force at each Party's expense all insurance required by Applicable Law (e.g. workers' compensation insurance) as well as general liability insurance in the amount of (at least) $10,000,000 for personal injury or death to any one person, property damage resulting from any one incident, and automobile liability with coverage for bodily injury and for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance). 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 Upon **LEVEL 3** signature of this Agreement, **LEVEL 3** shall provide **SBC-13STATE** with **LEVEL 3**'s state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

4.8 In the event that either Party makes a corporate name change (including addition or deletion of d/b/a) that Party (the "Changing Party") shall incur no charges for non-Changing Party making changes to Changing Party's billing accounts or

changes to OSS programs that automatically populate such name on Changing Party service orders. Changing Party shall be responsible for any charges associated with changes made to any OS/DA branding, recorded announcements, or any required restencilling on any collocation arrangements. Charges for changes to any OS/DA branding or recorded messages will be rated pursuant to the branding language included in this agreement. Charges associated with any restencilling on any collocation arrangements will be rated on an Individual Case Basis.

4.9 Should either party assign this Agreement and all assets ordered and provisioned out of this Agreement, pursuant to the assignment language provided in this Agreement, and such assignment results in a change to **LEVEL 3**'s ACNA or OCN, such party shall be responsible for all charges associated with service orders required to change the ACNA or OCN on each End-User account or each circuit. Service order charges will be rated pursuant to the Pricing Schedule in this agreement. Charges associated with any restencilling or reengineering of any collocation arrangements will be rated on an Individual Case Basis. In addition, assignee of this Agreement shall be responsible for all charges for services ordered and/or provisioned out of this Agreement, whether billed or unbilled as of the date of such approved assignment.

4.10 In the event either party makes or accepts a transfer or assignment of assets including End-User accounts (resale or UNE-P), UNE loops, interconnection trunks or facilities (including leased facilities), or collocation arrangements, which were ordered and provisioned out of this Agreement, such party shall submit all required service orders to effectuate such transfer. Service order charges will be rated pursuant to the Pricing Schedule of this Agreement. Any charges associated with any restencilling or reengineering of any collocation arrangements will be rated on an Individual Case Basis. The assigning party will continue to be billed for such assets until appropriate service orders have been issued by acquiring party to transfer assets to acquiring party's billing accounts.

4.11 Notwithstanding the above, **SBC-13STATE** and **LEVEL 3** will make every effort to comply with guidelines established by Industry Agencies such as Telcordia and NECA as they relate to the assignment of ACNAs and OCNs to ensure accurate billing and routing of services and calls

4.12 When a End-User changes its service provider from **SBC-13STATE** to **LEVEL 3** or from **LEVEL 3** 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.

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

4.12.1.1 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.

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

4.12.2.1 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.

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

4.12.3.1 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.

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

4.12.4.1 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.

4.13 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.

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

5. EFFECTIVE DATE, TERM, AND TERMINATION

5.1 This 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.

5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on December 31, 2006. Absent the receipt by one Party of written notice from the other Party at least within one hundred and eighty (180) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.

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

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

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

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

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

5.5.3 Each Party's confidentiality obligations shall survive; and

5.5.4 Each Party 's indemnification obligations shall survive.

5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, **LEVEL 3** shall have ten (10) days to provide **SBC-13STATE** written confirmation if **LEVEL 3** wishes to pursue a successor agreement with **SBC-13STATE** or terminate its agreement. **LEVEL 3** shall identify the action to be taken on each applicable (13) state(s). If **LEVEL 3** wishes to pursue a successor agreement with **SBC-13STATE**, **LEVEL 3** 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 **LEVEL 3**'s Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of: (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date of termination of this Agreement pursuant to Sections 5.2 and 5.4.

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), **LEVEL 3** withdraws its Section 252(a)(1) request, **LEVEL 3** 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 **LEVEL 3** 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 for a period of ninety (90) days after the date **LEVEL 3** provides notice of withdrawal of its Section 252(a)(1) request. On the ninety-first (91) day following **SBC-13STATE**'s receipt of **LEVEL 3**'s notice of withdrawal of its Section 252(a)(1) request, unless **LEVEL 3** provided **SBC-13STATE** notice of a Section 252(i) adoption in the interim, the Parties shall, subject to Section 5.5, have no further obligations under this Agreement.

5.9 If **LEVEL 3** 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 **SBC-13STATE**'s notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) days after the date **LEVEL 3** provided or received notice of expiration or termination. On the ninety-first (91) day following **LEVEL 3** provided or received notice of expiration or termination, the Parties shall, subject to Section 5.5, have no further obligations under this Agreement.

5.10 In the event of termination of this Agreement pursuant to Section 5.9, **SBC-13STATE** and **LEVEL 3** shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that **LEVEL 3** 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, termination date of this Agreement.

6. FRAUD

6.1 **SBC-13STATE** shall not be liable to **LEVEL 3** for any fraud associated with **LEVEL 3**'s End-User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). **LEVEL 3** shall not be liable to **SBC-13STATE** for any fraud associated with **SBC-13STATE**'s End-User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End-Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

6.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABS, and ported numbers. The Parties' fraud minimization procedures are to be cost-

effective and implemented so as not to unduly burden or harm one Party as compared to the other.

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

6.4 **SBC MIDWEST REGION 5-STATE, SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC CONNECTICUT** will provide notification messages to **LEVEL 3** on suspected occurrences of ABS-related fraud on **LEVEL 3** accounts stored in the applicable LIDB. **SBC CALIFORNIA** will provide such alert messages by e-mail. **SBC MIDWEST REGION 5-STATE**, **SBC SOUTHWEST REGION 5-STATE** **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 ABS-related fraud for **LEVEL 3** using the same criteria **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** use to monitor fraud on their respective accounts.

6.4.2 **LEVEL 3** understands that fraud monitoring alerts only identify potential occurrences of fraud. **LEVEL 3** understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. **LEVEL 3** understands and agrees that it will also need to determine what, if any, action **LEVEL 3** should take as a result of a fraud monitoring alert.

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

6.4.4 For each alert notification provided to **LEVEL 3**, **LEVEL 3** may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. **LEVEL 3** may request up to three (3) reports per alert.

6.5 In **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** ABS-related alerts are provided to **LEVEL 3** at no additional charge, except as related in 6 .5.1 below.

6.5.1 In **SBC CALIFORNIA**, 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, **LEVEL 3** agrees to pay a recurring usage rate as outlined in Appendix Pricing.6.6 Traffic Alert Referral Service ("TARS") 1+ Intra-LATA Toll Fraud Monitoring

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

6.5.3 TARS is offered in **SBC CALIFORNIA** only.

7. ASSURANCE OF PAYMENT

7.1 Upon request by **SBC-13STATE,** in accordance with this provision, **LEVEL 3** 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 **LEVEL 3** had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to **SBC-13STATE** for undisputed charges and/or appropriate escrow payments pursuant to Section 8 for disputed charges incurred by **LEVEL 3** or

7.2.2 at any time on or after the Effective Date, there has been an impairment of the established credit, financial health, or credit worthiness of **LEVEL 3** as compared to its status on August 1, 2004. 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 **LEVEL 3** 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 **LEVEL 3** fails to timely pay a bill rendered to **LEVEL 3** by **SBC-12STATE** (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which **LEVEL 3** has complied with all requirements set forth in Section 9.3) or

7.2.4 to the extent consistent with applicable law, **LEVEL 3** 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 **LEVEL 3**'s option, consist of:

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

7.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to **SBC-12STATE** naming the SBC owned ILEC(s) designated by **SBC-12STATE** as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to **SBC-12STATE** ("**Letter of Credit**").

7.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by **SBC-12STATE**, for the Interconnection, Resale Services, Network Elements, Collocation or any other functions, facilities, products or services to be furnished by **SBC-12STATE** under this Agreement. Where **LEVEL 3** has actual billings from **SBC-12STATE** for such functions, facilities, products or services under this Agreement for the three (3) months prior to **SBC-12STATE**'s request for a deposit, the actual amount of those billings shall be used as the deposit amount.

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 **LEVEL 3'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 **LEVEL 3**, which shall be determined when possible by reference to actual billings from **SBC SOUTHWEST REGION 5-STATE** to **LEVEL 3** for functions, facilities, products or services provided under this Agreement for the two (2) months prior to **SBC SOUTHWEST REGION 5-STATE**'s request.

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 **LEVEL 3**.

7.4 To the extent that **LEVEL 3** elects to provide a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.

7.5 A Cash Deposit will accrue interest at the rate established by the respective state commission. Interest will accrue on a Cash Deposit from the day after it is received by **SBC-12STATE** through the day immediately prior to the date the Cash Deposit is credited to **LEVEL 3**'s bill(s) or returned to **LEVEL 3**. **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 **LEVEL 3** owes **SBC-12STATE** undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or

7.6.2 to the extent consistent with applicable law, **LEVEL 3** 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, should **LEVEL 3** have undisputed unpaid charges that are due and remain open thirty (30) calendar days following the expiration or termination date.

7.7 If **SBC-12STATE** draws on the Letter of Credit or Cash Deposit, upon request by **SBC-12STATE**, **LEVEL 3** will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 7.3, but only to the extent of the amount previously drawn by **SBC-12STATE**.

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 **LEVEL 3** has furnished **SBC-12STATE** with the assurance of payment requested; provided, however that SBC-12STATE will permit **LEVEL 3** a minimum of 10 (ten) Business Days to respond to a request for assurance of payment before invoking this Section.

7.8.1 If **LEVEL 3** 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 **LEVEL 3** 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, 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 MIDWEST REGION 5-STATE, SBC SOUTHWEST REGION 5-STATE** 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 **LEVEL 3** 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.

8.1.5 If **LEVEL 3** or **SBC-12STATE** fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from **LEVEL 3** or **SBC-12STATE** after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to the billing Party 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 **LEVEL 3** 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. ACH Transfers

8.3.1 **LEVEL 3** and **SBC-12STATE** shall make all payments to the other Party ("**Billed Party**") via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **LEVEL 3** or **SBC–12STATE**, as the case may be, or through other mutually agreeable means. Remittance information will be communicated together with the funds transfer via the ACH network. The Billed Party must use the CCD+ or the CTX transaction set. **LEVEL 3** and **SBC-12STATE** will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by **LEVEL 3** or **SBC–12STATE**, as the case may be, no later than the Bill Due Date of each bill or Late Payment Charges will apply. **LEVEL 3** or **SBC–12STATE** is not liable for any delays in receipt of funds or errors in entries caused by the Billed

Party or Third Parties, including the Billed Party's financial institution. The Billed Party is responsible for its own banking fees. Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. The Billed Party is responsible for any Late Payment Charges resulting from the Billed Party's failure to use electronic funds credit transfers through the ACH network.

8.3.2 **LEVEL 3** 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 **LEVEL 3** makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If **LEVEL 3** makes payment through funds transfer via the ACH network, **LEVEL 3** must use the CCD+ or the CTX transaction set. **LEVEL 3** and **SBC CONNECTICUT** 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 **LEVEL 3** or Third Parties, including **LEVEL 3**'s financial institution. **LEVEL 3** is responsible for its own banking fees. Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. The Billed Party is responsible for any Late Payment Charges resulting from the Billed Party's failure to use electronic funds credit transfers through the ACH network.

8.4 If any portion of an amount due to a Party (the **"Billing Party"**) under this Agreement is subject to a bona fide good faith 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 within thirty (30) calendar days the non-paying party will provide in writing the specific details and reasons for disputing each item. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

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

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

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

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

8.4.4.1 The escrow account must be an interest bearing account;

8.4.4.2 All charges associated with opening and maintaining the escrow account will be borne by the Non-Paying Party;

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

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

8.4.4.5 Disbursements from the escrow account shall be limited to those:

8.4.4.5.1 authorized in writing by both the Non-Paying 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

8.5 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.1.5. Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 10.

8.6 The Non-Paying Party shall not be required to place Disputed Amounts in escrow, as required by Section 8.4, above, if: (i) the Non-Paying Party does not have a proven history of late payments and has established a minimum of twelve consecutive (12) months good credit history with the Billing Party (prior to the

date it notifies the Billing Party of its billing dispute); and (ii) the Non-Paying Party has not filed more than three previous billing disputes within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute, which previous disputes were resolved in Billing Party's favor or, if the bill containing the disputed charges is not the first bill for a particular service to the Non-Paying Party, the Non-Paying Party's dispute does not involve 50% or more of the total amount of the previous bill out of the same billing system.

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 the 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 accrued interest 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 accrued interest 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 8.7.1.2 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, 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 **LEVEL 3** 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 **LEVEL 3** a specific Daily Usage File (**"DUF" or "Usage Extract"**) for Resale Services and Network Element usage sensitive services provided hereunder (**"Customer Usage Data"**). Such Customer Usage Data shall be provided by **SBC-13STATE** in accordance with Exchange Message Interface (**EMI**) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each **SBC-13STATE** owned **LEVEL 3**. The DUF will include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail End-Users of **SBC-13STATE** within that state, (ii) with sufficient detail to enable **LEVEL 3** to bill its End-Users for usage sensitive services furnished by **SBC-13STATE** in connection with Resale Services and Network Elements provided by **SBC-13STATE**. Procedures and processes for implementing the interfaces with **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, **SBC CONNECTICUT**, and **SBC SOUTHWEST REGION 5-STATE** will be included in implementation requirements documentation.

8.10.2 To establish file transmission for the Daily Usage File, **LEVEL 3** must provide a separate written request for each state to **SBC MIDWEST**

REGION 5-STATE, **SBC CALIFORNIA**, **SBC NEVADA**, **SBC CONNECTICUT** and **SBC SOUTHWEST REGION 5-STATE** no less than sixty (60) calendar days prior to the desired first transmission date for each file.

8.10.3 Unless otherwise specified in Appendix Message Exchange, call detail for LEC-carried calls that are alternately billed to **LEVEL 3** End-Users lines provided by **SBC-13STATE** through Resale or Network Elements will be forwarded to **LEVEL 3** as rated call detail on the DUF.

8.10.4 **SBC SOUTHWEST REGION 5-STATE** shall bill **LEVEL 3** for Usage Extract furnished by **SBC SOUTHWEST REGION 5-STATE** in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information."

8.10.5 Interexchange call detail on Resale Services or 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 **LEVEL 3**. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when **SBC-13STATE** records the message.

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

8.10.7 **LEVEL 3** shall be responsible for providing all billing information to each of its End-Users, regardless of the method used to provision the End-User's service.

8.11 Limitation on Back-billing and Credit Claims:

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

8.11.2 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 8.11 and is addressed separately in the Intercarrier Compensation Appendix.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

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

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

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

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

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

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

9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed (**"Disputed Amounts"**) and the specific details listed in Section 10.1 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 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 into that account. Subject to Section 8.4 preceding, until evidence that the full amount of the Disputed Charges has been deposited into an escrow account is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 10.

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

9.5 **SBC-12STATE**

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

through (d) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:

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

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

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

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

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

9.6 **SBC 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, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

9.6.1.2 discontinue providing Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement after notice to Non-Paying Party set forth in Section 9.5.1

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 **LEVEL 3** under Section 9.5.1 will further specify that upon disconnection of **LEVEL 3**, **SBC-7STATE** will cause **LEVEL 3**'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 **LEVEL 3** under Section 9.7.1 will be provided to the Commission

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

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

9.7.2.2 disconnect Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement after notice to Non-Paying Party set forth in Section 9.5.1.

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 **LEVEL 3** are disconnected, **SBC-7STATE** will transfer **LEVEL 3**'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 **LEVEL 3** 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 **LEVEL 3**.

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 **LEVEL 3** or **LEVEL 3**'s End-Users in the event of disconnection of service to **LEVEL 3** 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 **LEVEL 3**'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 **LEVEL 3** 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.

10. DISPUTE RESOLUTION

10.1 No claims, under this Agreement or its Appendices, shall be brought for disputed amounts more than twelve (12) months from the date of occurrence which gives rise to the dispute. Under this Section 10.1, 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") shall within forty five (45) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item.

LEVEL 3 will utilize the standard form provided by the appropriate LSC/LECC or CSC (in the case of claims relating to collocation) for submission of billing disputes. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

10.2 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within forty five (45) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute.

10.3 If the Parties are unable to resolve issues related to the Disputed Amounts within forty five (45) days after the Parties' appointment of designated representatives pursuant to Section 10.2, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

10.4 The Parties agree that all negotiations and documents exchanged during negotiations pursuant to this Section 10, if marked “Confidential” or “Proprietary”, shall be treated as Confidential or Proprietary Information in accordance with Section 20.1.

10.5 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

10.6 Dispute Resolution.

10.6.1 No claims shall be brought for disputes arising under this Agreement or its Appendices more than twenty-four (24) months from the date of occurrence which gives rise to the dispute.

10.6.2 For disputes other than disputed amounts under this Agreement or its Appendices the Parties agree to appoint a designated representative as set forth in Section 10.2 and if unable to resolve the dispute, proceed as set forth in Section 10.3.

10.6.3 Nothing in sections 10.2 and 10.3 shall be construed to preclude or limit either Party from seeking immediate injunctive relief from a court or agency with competent jurisdiction to the extent it deems necessary.

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) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) 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 (30) day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

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

11.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than eighteen (18) 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 Parties involved), for the number of 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) 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**, **LEVEL 3** 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 **LEVEL 3** 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 **LEVEL 3**, the underpayment shall be reflected in **LEVEL 3**'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 **LEVEL 3** revealed by the audit for the time preceding the amount appearing on **LEVEL 3**'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 **LEVEL 3** shall pay interest for the number of 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, 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, NEITHER **SBC-13STATE** NOR **LEVEL 3** ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS 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 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 **LEVEL 3** has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.

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

13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End-Users or Third Parties that relate to any Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End-User or Third Party

for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End-User or Third Party for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 13.3.

13.4 Neither **LEVEL 3** 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 14.2 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 a Party's End-User in connection with any affected Interconnection, Resale Services, Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party hereby releases and holds harmless the other Party (and such other Party's Affiliates, and their respective officers, directors, employees and agents) from any such Claim.

13.5 **SBC-13STATE** shall not be liable for damages to a End-User's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC-13STATE**'s gross negligence or willful misconduct. **SBC-13STATE** does not guarantee or make any warranty with respect to Interconnection, Resale Services, Network Elements, functions, facilities, products or services when used in an explosive atmosphere.

13.6 **LEVEL 3** hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in **LEVEL 3**'s End-User listing information as provided by **LEVEL 3** to **SBC-13STATE** under this Agreement, including any errors or omissions occurring in **LEVEL 3**'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-13 STATE** shall not be liable to **LEVEL 3**, its End-User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.

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

14. INDEMNITY

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

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

Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

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

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

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

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

14.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an

Indemnified Party's or an Indemnified Party's End-User's use of Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of:

14.4.1.2.1 any use by an Indemnified Party or its End-User of an Interconnection, Resale Service, Network Element, function, facility, product or service in combination with an Interconnection, Resale Service, Network Element, function, facility, product or service supplied by the Indemnified Party or Persons other than the Indemnifying Party; or

14.4.1.2.2 where an Indemnified Party or its End-User modifies or directs the Indemnifying Party to modify such Interconnection, Resale Services, Network Elements, functions, facilities, products or services; and

14.4.1.2.3 no infringement would have occurred without such combined use or 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 **LEVEL 3** acknowledges that its right under this Agreement to Interconnect with **SBC-13STATE**'s network and to unbundle and/or combine **SBC13-STATE**'s Network Elements (including combining with **LEVEL 3**'s Network Elements) may be affected by Intellectual Property rights and contract rights of Third Parties absent **SBC-13STATE**'s pursuit of the requisite Intellectual Property and contract rights.

14.5.1 To the extent required by the FCC in *In the Matter of MCI for Declaratory Ruling*, CC Docket No. 96-98, FCC 00-139 (Rel. April 27, 2000), it is the obligation of **SBC-13STATE** to use best efforts to obtain any consents,

authorizations, or licenses to or for any Third Party Intellectual Property rights that may be necessary for **LEVEL 3**'s use of Interconnection, Network Elements, functions, facilities, products and services furnished under this Agreement. In particular, **SBC-13STATE** must exercise its best efforts to obtain co-extensive Third Party Intellectual Property rights needed for **LEVEL 3** to utilize network elements in the same manner as **SBC-13STATE** that are equal in quality to the Third Party Intellectual Property rights that **SBC-13STATE** obtains for itself. The costs of such Third Party Intellectual Property rights shall be considered with all other costs that go into determining the price of an unbundled network element.

14.5.2 Subject to **SBC TEXAS**' obligations under any Commission decisions and except as expressly stated in this Agreement, **SBC TEXAS** does not and shall not indemnify, defend or hold **LEVEL 3** harmless, nor be responsible for indemnifying or defending, or holding **LEVEL 3** 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 **LEVEL 3**'s Interconnection with **SBC TEXAS**' network and unbundling and/or combining **SBC TEXAS**' Network Elements (including combining with **LEVEL 3**'s Network Elements) or **LEVEL 3**'s use of other functions, facilities, products or services furnished under this Agreement.

14.6 Subject to **SBC TEXAS**' and **SBC ILLINOIS**' obligations under any Commission decision and except as expressly stated in this Agreement, **LEVEL 3** agrees to release, indemnify and hold **SBC TEXAS** and **SBC ILLINOIS** harmless from and against all Losses arising out of, caused by, or relating to any real or potential claim that **LEVEL 3**'s Interconnection with **SBC TEXAS**' or **SBC ILLINOIS**' network, or **LEVEL 3**'s use of **SBC TEXAS**' Network Elements beyond the uses **SBC TEXAS** or **SBC ILLINOIS** make of the Network Element, or unbundling and/or combining of **SBC TEXAS'** Network Elements (including combining with **LEVEL 3**'s Network Elements) in a manner not contemplated by **SBC TEXAS**' and **SBC ILLINOIS**' licenses, or **LEVEL 3**'s use of other functions, facilities, products or services furnished under this Agreement violates or infringes upon any Third Party Intellectual Property rights or constitutes a breach of contract. In no event shall **SBC TEXAS** be liable for any actual or Consequential Damages that **LEVEL 3** may suffer arising out of same.

14.7 **LEVEL 3** shall reimburse **SBC-13STATE** for damages to **SBC-13STATE**'s facilities utilized to provide Interconnection or unbundled Network Elements hereunder caused by the negligence or willful act of **LEVEL 3**, its agents or

subcontractors or **LEVEL 3**'s End-User or resulting from **LEVEL 3**'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 **LEVEL 3** in prosecuting a claim against the person causing such damage. **LEVEL 3** shall be subrogated to the right of recovery by **SBC-13STATE** for the damages to the extent of such payment.

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 the 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 the 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. REMEDIES

15.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

16. INTELLECTUAL PROPERTY

16.1 Intellectual Property - **SBC-13STATE**

16.1.1 In order for **LEVEL 3** to determine the extent to which **SBC-13STATE** is entitled to use a particular network element, **SBC-13-STATE** will provide to **LEVEL 3** a list of all vendors/licensors applicable to unbundled Network Element(s) (which vendors have provided **SBC-13STATE** a software license) within seven (7) days of **LEVEL 3**'s request for such a list. The list provided by **SBC-13-STATE** shall at a minimum detail the names of the specific third party vendors, the subject intellectual property, and the relevant contracts which govern **SBC-13-STATE**'s use of that intellectual property.

16.1.2 Any Intellectual Property that originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.

16.1.3 **SBC-13STATE** will indemnify **LEVEL 3** for any claims of infringement arising from **LEVEL 3**'s use of Intellectual Property within the scope of any license agreement negotiated by **SBC-13STATE** for **LEVEL 3**. **LEVEL 3** will indemnify **SBC-13STATE** for any claims of infringement arising from **LEVEL 3**'s use of Intellectual Property beyond that which differs from **SBC-13STATE**'s use and was not within the scope contemplated by the license agreement negotiated by **SBC-13STATE** for **LEVEL 3** if such agreement is obtained.

17. NOTICES

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

17.1.1 delivered personally;

17.1.2 delivered by express overnight delivery service;

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

17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in (a), (b) or (c) of this Section 17.

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

17.1.5.1 the date of actual receipt,

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

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

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

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	**CLEC CONTACT**	**SBC-13STATE CONTACT**
NAME/TITLE	Director–Interconnection Services	Contract Administration ATTN: Notices Manager
STREET ADDRESS	1025 Eldorado Boulevard	311 S. Akard, 9th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Broomfield, CO 80021	Dallas, TX 75202-5398
TELEPHONE NUMBER	(720) 888-2620	214-464-1933
FACSIMILE NUMBER	(720) 888-5134	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) days following receipt by the other Party.

17.2 **SBC-8STATE** communicates official information to **LEVEL 3** via its Accessible Letter notification process. This process covers a variety of subjects, including

updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

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

17.4 In **SBC-8STATE**, **LEVEL 3** may designate an unlimited number of recipients for Accessible Letter notification via e-mail, but **LEVEL 3** is limited to designating a maximum of four (4) recipients (in addition to the **LEVEL 3** contact designated in Section 17.1) for Accessible Letter notification via United States Postal Service (postage prepaid).

17.5 In **SBC-8STATE**, **LEVEL 3** shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available on the applicable **SBC-8STATE**'s **LEVEL 3** Handbook website) to the individual specified on that form to designate in writing each individual (other than the **LEVEL 3** contact designated in Section 17.1) to whom **LEVEL 3** requests Accessible Letter notification be sent, whether via e-mail or United States Postal Service. **LEVEL 3** shall submit a completed Notices / Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any **LEVEL 3** recipient of Accessible Letters (other than the **LEVEL 3** contact designated in Section 17.1). Any completed Notices / Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) days following receipt by **SBC-8STATE**.

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

17.6.1 **SBC SOUTHWEST REGION 5-STATE** shall provide a toll free facsimile number to **LEVEL 3** for the submission of requests for Resale Services and Network Elements under this Agreement; **LEVEL 3** 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 Network Elements under this Agreement.

17.7 **INTENTIONALLY LEFT BLANK.**

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 All information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed "Confidential" or "Proprietary" (**collectively "Proprietary Information"**) if:

20.1.1 Furnished or made available or otherwise disclosed by one Party (the **"Disclosing Party"**) or its agent, employee, representative or Affiliate to

the other Party (the **"Receiving Party"**) or its agent, employee, representative or Affiliate dealing with End-User-specific, facility-specific, or usage-specific information, other than End-User information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or for such other purposes as mutually agreed upon;

20.1.2 In written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary"; or

20.1.3 Communicated orally and declared to the Receiving Party at the time of delivery to be "Confidential" or "Proprietary", and which shall be summarized in writing and marked "Confidential" or "Proprietary" and delivered to the Receiving Party within ten (10) days following such disclosure; and

20.1.4 Any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section 20, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as **"Derivative Information"**).

20.2 Proprietary Information Shall be Held in Confidence

20.2.1 Each Receiving Party agrees that:

(a) all Proprietary Information communicated to it or any of its agents, employees, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information of like importance; provided that such Receiving Party and its agents, employees, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

(b) it will not, and it will not permit any of its agents, employees, representatives and Affiliates to disclose such Proprietary Information to any Third Party;

(c) it will disclose Proprietary Information only to those of its agents, employees, representatives and Affiliates who have a need for it in connection with the use or provision of any services required to fulfill this Agreement; and

(d) it will, and will cause each of its agents, employees, representatives and Affiliates, to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

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

20.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of Section 20.5 and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

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

20.3.1 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

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

20.3.3 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

20.3.4 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

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

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

20.3.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with Section 20.5.

20.4 Proposed Disclosure of Proprietary Information to a Governmental Authority

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

20.4.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of

such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 20.4 with respect to all or part of such requirement.

20.4.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 20.4. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

20.5 Notwithstanding any of the foregoing, **SBC-13STATE** and **LEVEL 3** shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to **SBC-13STATE**'s activities under the Act and need not provide prior written notice of such disclosure if the Party has obtained an appropriate order for protective relief that confidential treatment shall be accorded to such Proprietary Information.

20.6 Return of Proprietary Information

20.6.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

20.6.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the

Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

20.6.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary information shall not relieve any Receiving Party of its obligation to continue to treat such Proprietary Information in the manner required by this Agreement.

20.7 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

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

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

20.10 The Parties agree that an impending or existing violation of any provision of this Section 20 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section 20 for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

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 Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) , which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). 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. Notwithstanding the foregoing, nothing in this Intervening/Change in

Law paragraph is intended nor should be construed as modifying or superseding the rates, terms and conditions in the Parties' First Amendment Superseding Certain Intercarrier Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under this Intervening/Change in Law paragraph with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment. 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 incorporated rates, terms and conditions of 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 (except as otherwise provided in the Superseding Amendment).

22. GOVERNING LAW

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

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 Section 258(b) of the Telecommunications Act of 1996. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End-User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

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

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

24.2 Applies to **SBC CONNECTICUT** only

24.2.1 The Parties agree that **LEVEL 3** 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, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.

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

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

26. LAW ENFORCEMENT

26.1 **SBC-12 STATE** and **LEVEL 3** 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 **LEVEL 3** shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

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

27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

27.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall

be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

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

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

29. ASSIGNMENT

29.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of the Other Party, however, such consent shall not be unreasonably withheld; provided however, that the withholding of consent to an assignment or transfer that has been approved by all jurisdictional bodies whose approval is required by law shall be unreasonable. Either Party may assign or transfer this Agreement to its Affiliate by providing ninety (90) days' prior written notice to the Other Party of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's

obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, **LEVEL 3** 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 interconnection agreement with **SBC-13STATE** under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is neither permitted by this Section 29.1 nor otherwise agreed to by the Parties in writing is void ab initio.

29.2 As ordered by the Michigan PSC in Docket U-12460 and the Texas PUC in Docket No. 22441, during the Term of this Agreement, **SBC MICHIGAN** shall obtain **LEVEL 3**'s prior written approval before it sells, assigns or otherwise transfers any of its ILEC Territory or ILEC Assets. **LEVEL 3**'s prior written approval shall not be unreasonably withheld. **SBC TEXAS** shall provide **LEVEL 3** not less than sixty (60) days prior written notice of such sale, assignment or transfer.

30. DELEGATION TO AFFILIATE

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

31. SUBCONTRACTING

31.1 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.

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

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

31.4 No contract, subcontract or other agreement entered into by either Party with any

Third Party in connection with the provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

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

32. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

32.1 Each Party shall be solely responsible at its own expense (including costs, fines, and fees) for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, legal disposition, 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.

32.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, **SBC-13STATE** shall, at **LEVEL 3**'s request, indemnify, defend, and hold harmless, **LEVEL 3** 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**.

32.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, **LEVEL 3** 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 **LEVEL 3** or any person acting on behalf of **LEVEL 3**, 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 **LEVEL 3** or any person acting on behalf of **LEVEL 3**, or (iii) the presence at the work location of an Environmental Hazard for which **LEVEL 3** is responsible under Applicable Law or a Hazardous Substance introduced into the work location by **LEVEL 3** or any person acting on behalf of **LEVEL 3**.

32.4 For the purposes of this agreement, "Hazardous Substances" means 1) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, 2) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or 3) asbestos and asbestos containing material in any form, and 4) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.

32.5 For the purposes of this agreement, "Environmental Hazard" means 1) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, 2) asbestos containing materials, or 3) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

32.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into 1) the work location, or 2) other environmental media, including but not limited to, the air, ground or surface water, or soil.

33. FORCE MAJEURE

33.1 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 when due under this Agreement) 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, 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. Each Party agrees to treat the other in parity with the manner in which it treats itself and any other entities with regard to a Force Majeure Event.

34. TAXES

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

34.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to

the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

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

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

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

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

34.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

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

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

35. NON-WAIVER

35.1 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.

36. NETWORK MAINTENANCE AND MANAGEMENT

36.1 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.

36.2 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.

36.3 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.

36.4 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.

36.5 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 other End-User. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications

for planned mass calling events.

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

37. SIGNALING

37.1 The Parties will Interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the Interconnection of their networks. Each Party may establish CCS interconnections either directly and/or through a Third Party. If CCS interconnection is established through a Third Party, the rates, terms, and conditions of the Parties' respective tariffs will apply. If CCS interconnection is established directly between **LEVEL 3** and **SBC-13STATE**, the rates, terms, and conditions of Appendix SS7 will apply.

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

38. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

38.1 **SBC-13STATE** will provide **LEVEL 3** with transit service in accordance with the terms and conditions of Appendix Interconnection Trunking Requirements (ITR). **LEVEL 3** agrees to use reasonable efforts to enter into agreements with Third Party carriers that exchange traffic with **LEVEL 3** pursuant to the terms and conditions of Appendix ITR. Subject to the requirements of Appendix ITR, **SBC-13STATE** shall provide at least two months' notice in writing prior to

ceasing to provide transit service.

39. CUSTOMER INQUIRIES

39.1 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.

39.2 Each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

39.2.1 Provide the number described in Section 39.1 to callers who inquire about the other Party's services or products; and

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

39.3 Except as otherwise provided in this Agreement, **LEVEL 3** shall be the primary point of contact for **LEVEL 3**'s End-Users with respect to the services **LEVEL 3** provides such End-Users.

39.4 **LEVEL 3** acknowledges that **SBC-13STATE** may, upon End-User request, provide services directly to such End-User similar to those offered to **LEVEL 3** under this Agreement.

40. EXPENSES

40.1 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.

40.2 **SBC-12STATE** and **LEVEL 3** shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this agreement.

41. CONFLICT OF INTEREST

41.1 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.

42. SURVIVAL

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

43. SCOPE OF AGREEMENT

43.1 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. Nothing herein is intended to affect or abridge either Party's rights or obligations under Section 252(i) of the Act, nor is anything herein intended to modify **SBC-13STATE**'s obligation to provide services and facilities under the Act.

43.2 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.

44. AMENDMENTS AND MODIFICATIONS

44.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions and such amendment will not require a refund, true-up or retroactive crediting or debiting prior to the approval of the Amendment unless such Amendment expressly provides therefore. **SBC-12STATE** and **LEVEL 3** 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.

44.2 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.

45. INTENTIONALLY LEFT BLANK

46. AUTHORITY

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

46.2 **LEVEL 3** represents and warrants that it is a corporation, limited liability corporation or other business entity duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; 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.

46.3 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.

47. COUNTERPARTS

47.1 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.

48. ENTIRE AGREEMENT

48.1 **SBC-12STATE**

48.1.1 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.

48.2 **SBC CONNECTICUT**

48.2.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

49. MOST FAVORED NATIONS PURSUANT TO SECTION 252(I)

49.1 Nothing in this Agreement shall be construed to prevent either Party from exercising any rights it may hold under Section 252(i) of the Act, nor shall anything in this Agreement be construed to excuse either Party from any obligations it may bear under Section 252(i) of the Act.

SBC-13STATE Agreement
Signatures

Level 3 Communications, LLC

Signature:_____

Name:_____
(Print or Type)

Title:_____
(Print or Type)

Date:_____

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

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

Signature:_____

Name:_____

Title: AVP-Local Interconnection Marketing

Date:_____

APPENDIX
GTC DEFINITIONS

GENERAL TERMS AND CONDITIONS DEFINITIONS APPENDIX

"800 SCP Carrier Access Usage Summary Record" (SCP Record) - a summary record which contains information concerning the quantity and types of queries launched to an **SBC-13STATE** SCP.

"911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from **LEVEL 3**'s End Office to the 911 or E911 system.

"A-link" means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.

"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.

"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.

"Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among office switches for IXC-carried traffic (**SBC-SOUTHWEST**) and IXC-carried, IntraLATA Toll traffic, Section 251(b)(5) traffic and ISP-bound Traffic (**SBC CALIFORNIA**, **SBC-NEVADA**, **SBC-MIDWEST** and **SBC-CONNECTICUT**).

"Access Usage Record" (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

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

"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.

"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 Premises that can be designated for collocation is considered to be Active Collocation Space.

"Adjacent Structure" – A **LEVEL 3** provided structure placed on **SBC-13STATE** property (Adjacent on-site) or non-**LEVEL 3** property (Adjacent off-site) adjacent to an Premises. This arrangement is permitted only where space for physical collocation is Legitimately Exhausted inside the Premises, and to the extent technically feasible. **SBC-13STATE** and **LEVEL 3** will mutually agree on the location of the designated space on **SBC-13STATE** premises where the adjacent structure will be placed. **SBC-13STATE** shall not unreasonable withhold agreement to the site desired by Collocator.

"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 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:

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

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

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

"Affiliate" is As Defined in the Act.

"Alternate Billing Service" (ABS) means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

"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.

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

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

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

"Assembly and Editing" - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information

required ensuring all individual message records meet industry specifications is present.

"Augment" is a request from **LEVEL 3** to add equipment, cable, and/or Collocation services to an existing Physical Collocation arrangement.

"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.

"Automatic Location Identification" or **"ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

"Automatic Number Identification" or **"ANI"** means the telephone number associated with the access line from which a call to 911 originates.

"Billable Message" - a message record containing details of a completed IXC transported call which is used to bill an end user.

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

"Billing Company" - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.

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

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

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

"CABS" means the Carrier Access Billing System.

"Caged Physical Collocation" is a cage or similar structure (not including a top) enclosing **LEVEL 3**'s dedicated collocation space into which a **LEVEL 3** may install its telecommunications equipment.

"Cageless Physical Collocation" is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.

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

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

"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.

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

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

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

"Central Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from **LEVEL 3**'s switch to an **SBC-13STATE** E911 Selective Router.

"Centralized AMA" (CAMA) is an arrangement where the AMA equipment is centralized in, for example, a Tandem and is used by offices that do not have LAMA (Local AMA). The End Office Switch must send ANI digits to the CAMA office for billing a calling subscriber.

"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. The national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between **SBC-13STATE** and the Billing Company.

"Central Office Switch" is a switching entity within the public switched telecommunications network, including but not limited to End Office Switch and Tandem Office Switch.

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

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

"Collocation" is As Described in the Act.

"Collocation Interconnection Power Panel" (CIPP) is a DC Power panel for Power termination.

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

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

"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:

the Arkansas Public Service Commission (AR-PSC);
the Public Utilities Commission of the State of California (CA-PUC);
the Connecticut Department of Public Utility Control (CT-DPUC);
the Illinois Commerce Commission (IL-CC);
the Indiana Utilities Regulatory Commission (IN-URC);
the Kansas Corporation Commission (KS-CC);
the Michigan Public Service Commission (MI-PSC);
the Missouri Public Service Commission (MO-PSC);
the Public Utilities Commission of Nevada (NV-PUC);
the Public Utilities Commission of Ohio (PUC-OH);
the Oklahoma Corporation Commission (OK-CC);
the Public Utility Commission of Texas (PUC-TX); and
the Public Service Commission of Wisconsin (PSC-WI)

"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.

"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.

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

"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.

"Conversion of Service" is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.

"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.

"Customer Usage Data" means the Telecommunications Services usage data of a **LEVEL 3** End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by **SBC-13STATE** and forwarded to **LEVEL 3**.

"Custom Local Area Signaling Service Features" (CLASS Features) means certain call-management service features that are currently available from **SBC-13STATE**'s local networks. These could, including: 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.

"Custom Work Charge" is the charge developed solely to meet the construction requirements of **LEVEL 3** (e.g. painting a cage). A Custom Work Charge may not be charged to **LEVEL 3** for any work performed that will benefit or be used by **SBC-13STATE** or other collocators. **SBC-13STATE** may not impose a Custom Work Charge without **LEVEL 3**'s prior approval and agreement that such charge is not included in the rate elements for the provision of collocation contained in this Appendix. In the event an agreement between **LEVEL 3**'s and **SBC-13STATE** is not reached regarding the Custom Work Charge, **SBC-13STATE** shall complete construction of **LEVEL 3**'s space pending resolution of the issue by the appropriate

state regulatory commission. **LEVEL 3** may withhold payment for the disputed charges while the issue remains unresolved, however, any disputed Custom Work Charges paid by **LEVEL 3** 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 appropriate state commission will be the basis for calculating a refund to a **LEVEL 3** that has overpaid or the amount due to **SBC-13STATE** that previously had not been paid or that was underpaid. These overpaid or underpaid amounts will accrue at the above stated interest rate established by the appropriate state regulatory commission on a monthly basis from the date of completion of the work or from 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.

"Database Management System" or **"DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

"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.

"Data Transmission" - the forwarding by **SBC-13STATE** of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.

"Day" denotes calendar day unless otherwise specified. However, any time period equal to or shorter than five days denotes business days.

"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."

"Dedicated Collocation Space" is the space dedicated for **LEVEL 3**'s Physical Collocation arrangement located within any **SBC-13STATE** Premises.

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

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;

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

any Force Majeure Event.

"**Demarcation Point"** is the point of demarcation and/or interconnection between the communications facilities of a provider of wireline telecommunications, and terminal equipment, protective apparatus or wiring at a subscriber's premises. Demarcation Point defines the boundary between the Parties' networks for their respective facilities.

"Designated Installation" is defined as an installation of service occurring at a specific time of day as specified by CLEC.

"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.

"Digital Cross Connect Panel" (DSX Panel) or **"DSX"** is a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

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

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

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

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

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

"Direct Participants" (DP) are the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:

New England Telephone Company
New York Telephone Company
Bell Atlantic, NJ
Bell Atlantic, PA
Bell Atlantic, DE
Bell Atlantic, DC
Bell Atlantic MD
Bell Atlantic VA
Bell Atlantic WV
Southern Bell Telephone Company
South Central Bell Telephone Company
The Ohio bell Telephone Company d/b/a SBC Ohio
Michigan Bell Telephone Company d/b/a SBC Michigan
Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana
Illinois Bell Telephone Company d/b/a SBC Illinois
Wisconsin Bell Telephone Company d/b/a SBC Wisconsin
Northwestern Bell Telephone Company
Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas
Mountain Bell Telephone Company
Pacific Bell Telephone Company d/b/a SBC California
Nevada Bell Telephone Company d/b/a SBC Nevada
The Southern New England Telephone Company
Cincinnati Bell Telephone Company

"E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

"E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

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

"Emergency Service Number" (ESN) means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement,

Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

"Emergency Services" means police, fire, ambulance, rescue, and medical services.

"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.

"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.

"Engineering Design Charge" is the cost for **SBC-13STATE** employees to perform the central office survey for caged and cageless serving arrangements and to implement the collocation area.

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

"Entrance Fiber Facility" is an arrangement when a Collocator-provided single mode fire retardant dielectric fiber optic cable that extends from the **SBC-13STATE**-designated manhole into the **SBC-13STATE** Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point.
"Exchange Access" is As Defined in the Act.

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

"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.

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

"Facility" means the wire, line, or cable used to transport traffic between the parties' respective networks.

"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.

"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.

"FCC" means the Federal Communications Commission.

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

"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.

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

"FX Telephone Numbers" (also known as **"NPA-NXX"** codes) shall be those telephone numbers with different rating and routing points relative to a given mandatory local calling area. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation), or if jointly provisioned FGA service.

"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.

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

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

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

"Infrastructure Systems" include 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.

"Installation Supplier" means 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/or SBC common areas in the technologies and geographical locations for which they are approved by SBC.

"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.

"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).

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

"Interconnection" is As Defined in the Act.

"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.

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

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

"Interexchange Carrier Transported" - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.

"InterLATA" is As Defined in the Act.

"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.

"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.

"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.

"ISP-Bound Traffic" means traffic that is limited to telecommunications traffic exchanged between CLEC and **SBC-13STATE** in accordance with the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"). **"ISP-Bound Traffic"** is traffic in which the originating end user of one Party and the terminating ISP of the other Party are:

(i)both physically located in the same **SBC-13STATE** Local Exchange Area as defined by **SBC-13STATE** Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

(ii)both physically located within neighboring **SBC-13STATE** Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

"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.

"Legitimately Exhausted" is as defined in Section 24 of Appendix Physical Collocation.

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

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

"Line Information Data Base" (LIDB) means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB

is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Data Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.

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

"LOC" means (i) the Local Operations Center **(LOC)** for **SBC-8STATE**; and (ii) the Customer Response Unit (CRU) for **SBC MIDWEST REGION 5-STATE**.

"Local/Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Traffic and IXC-carried traffic.

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

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

"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.

"Local Interconnection Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Traffic only.

"Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among subtending central office switches for Section 251(b)(5)/IntraLATA Traffic.

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

"Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5) and ISP Bound Traffic.

"Local Only Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5) Traffic only.

"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.

"Local Tandem" refers to any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular LCA (defined below).

"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.

"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.

"Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

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

"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.

"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.

"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.

"Meet Point Trunk Group" carries traffic between CLEC's end users and Interexcahnge Carriers via **SBC-13STATE** Access or Local/Access Tandem Switches.

"Message Processing" - the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.

"Mid-Span Meet" is an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for each LEC's portion of the transmission facility.

"Multifunctional Equipment" means equipment that combines one or more functions that are necessary for interconnection or access to unbundled network elements with one or more functions that would not meet that standard as stand alone functions.

"Multiple Bill/Single Tariff" is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a single tariff **(MM)**.

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

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

"Network Element" is as Defined in the Act.

"Network Interconnection Methods" (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually

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

"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.

"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.

"Number Portability" is As Defined in the Act.

"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.

"Offers Service" - At such time as CLEC opens an NPA-NXX, ports a number to serve an end user or pools a block of numbers to serve end users.

"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.

"Originating Line Information" (OLI) is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

"Originating Local Exchange Carrier Company" - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.

"Originating Point Code" (OPC) means a code assigned to identify **LEVEL 3**'s system(s) that originate SS7 messages, including LIDB Service Queries.

"Other Central Office Space" denotes the space within the central office which can be designated for Physical Collocation that is legitimately susceptible to reclamation,

or where SBC has never prepared the space for collocation of telecommunications equipment

"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.

"Out of Exchange LEC" (OE-LEC) means **Level 3** operating within **SBC-13STATE**'s incumbent local exchange area and providing telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's local exchange area.

"Out of Exchange Traffic" is defined as Section 251 (b)(5) Traffic, ISP-bound traffic, and InterLATA Section 251 (b)(5) traffic, exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver, or intraLATA traffic to or from a non-SBC ILEC exchange area.

"Parties" means both **LEVEL 3** 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.

"Party" means either **LEVEL 3** 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.

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

"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.

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

"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.

"Point of Termination" (POT) denotes the point of demarcation, within an Premises at which the **SBC-13STATE** responsibility for the provisioning of service ends.

"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.

"Premises" refers to **SBC-13STATE** central offices and serving wire centers; all buildings or similar structures owned, leased, or otherwise controlled by **SBC-13STATE** that house its network facilities; 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; and all land owned, leased, or otherwise controlled by **SBC-13STATE** that is adjacent to these central offices, wire centers, buildings, and structures.

"Preparation Charges" denotes those charges associated with the initial preparation of the Collocator's dedicated space.

"Project Coordination Fee" reflects **SBC-13STATE**'s labor costs to manage the provisioning of the individual **LEVEL 3**'s space requirements for a particular Virtual Collocation space request. This fee is applicable upon the submission of an application.

"Provision of Message Detail" - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through **SBC-13STATE**'s internal network or national CMDS.

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

"Rate Center" means as follows:

for SBC MIDWEST REGION 5-STATE
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.

for SBC NEVADA
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 PUC-NV tariff A6.2.7.

for SBC CALIFORNIA
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.

for SBC Connecticut
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.

for SBC SOUTHWEST REGION 5-STATE
a 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."

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

"Record" - a logical grouping of information as described in the programs that process information and create the data files.

"Recording" - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format converted to EMI layout.

"Recording Company" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

"Reference of Calls" refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.

"Remote End Office Switch" is an **SBC-13STATE** switch that directly terminates traffic to and receives traffic from end users of local Exchange Services, but does not have full feature, function and capability of an **SBC-13STATE** End Office Switch. Such features, functions, and capabilities are provided between an **SBC-13STATE** Remote End Office Switch via an umbilical and an **SBC-13STATE** Host End Office.

"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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

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.

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.

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.

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.

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

SBC 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.

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.

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.

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.

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.

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.

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.

"Section 251(b)(5) Traffic" means traffic that is limited to telecommunications traffic exchanged between CLEC and **SBC-13STATE** in which the originating end user of one Party and the terminating end user of the other Party are:

(i) both physically located in the same **SBC-13STATE** Local Exchange Area as defined by **SBC-13STATE** Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

(ii) both physically located within neighboring **SBC-13STATE** Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

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

"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.

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

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

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

"Service Switching Point" (SSP) is a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

"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.

"Shared Caged Collocation" - 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.

"Shared Physical Collocation Cage" is a caged dedicated collocation space that is shared by two or more Collocators within **SBC-13STATE**'s Premises.

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

"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.

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

"State Abbreviation" means the following:

"AR" means Arkansas
"CA" means California

"CT" means Connecticut
"IL" means Illinois
"IN" means Indiana
"KS" means Kansas
"MI" means Michigan
"MO" means Missouri
"NV" means Nevada
"OH" means Ohio
"OK" means Oklahoma
"TX" means Texas
"WI" means Wisconsin

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

"Switched Access Service" provides a two-point communications path between a customer's premises and an end user's premises through the use of common terminating, common switching, Switched Transport facilities, and common subscriber plant of the Telephone Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises, and to terminate calls from a customer's premises to an end user's premises in the LATA where service is provided. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 Series, and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local exchange interconnection.

"Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

"Switching Control Point" (SCP) - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.

"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.

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

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

"Technically Feasible" - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any ILEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a **LEVEL 3** seeking collocation in **SBC-13STATE**'s Premises that such an arrangement is technically feasible.

"Telecommunications" is As Defined in the Act.

"Telecommunications Carrier" is As Defined in the Act.

"Telecommunications Service" is As Defined in the Act.

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

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

"Terminating Local Exchange Carrier Company" - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

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

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

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

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

"Trunk" or **"Trunk Group"** means the switch port interface(s) used and the communications path created to connect **LEVEL 3**'s switch or softswitch with **SBC-13STATE**'s switch for the purpose of exchanging traffic.

"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.

"Unbundled Local Loop." See definition of "Loop" herein.

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

"Unused Space" denotes any space in the Premises which is not occupied by **SBC-13STATE** personnel and/or occupied by or reserved for growth of **SBC-13STATE** network equipment, including the equipment of affiliates and 3rd parties. May also be used to denote space within a specific **LEVEL 3**'s area that is not occupied by or reserved for **LEVEL 3**'s equipment.

"Virtual Foreign Exchange (FX) Traffic" and **"FX-type Traffic"** shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient end user's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX end users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service end users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

"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.
Definitions Applicable to **SBC-12STATE** Only

"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.

"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.

"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.

DEFINITIONS APPLICABLE TO SBC-7STATE ONLY

"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.

DEFINITIONS APPLICABLE TO SBC MIDWEST REGION 5-STATE ONLY

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

"Data Base Administration Center" (DBAC) means an **SBC-12STATE** location where facility and administrative personnel are located for administering LIDB and/or fraud monitoring system.

"Exchange Message Interface" is the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.

"Non-Intercompany Settlement" (NICS) is a revenue exchange process for messages which originate from CLEC and bill to **SBC MIDWEST REGION 5-STATE** and message which originate from **SBC MIDWEST REGION 5-STATE** and bill to CLEC. NICS messages must originate and bill within the same **SBC MIDWEST REGION 5-STATE** Company.

DEFINITIONS APPLICABLE TO SBC CONNECTICUT ONLY

"800 Series" is a Telecommunications Service for business or residence that allows calls to be made to a specific location at no charge to the calling party. Use of the "800" Service Access Code (e.g., 800, 888) denotes calls that are to be billed to the receiving party. A computer database in the provider's network translates the 800 series number into a conventional 7 or 10 digit phone number for network switching and routing.

DEFINITIONS APPLICABLE TO SBC CALIFORNIA ONLY

"Bellcore Client Company" means **SBC CALIFORNIA** and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.

"California 900 Messages" means 900 calls transported by **SBC CALIFORNIA** pursuant to Schedule Cal. P.U.C. No. A.9.5.3 but which are billed to a Customer Subscriber.

"California 976 Messages" means 976 calls transported by **SBC CALIFORNIA** pursuant to Schedule Cal. P.U.C. No. A.9.5.2 but which are billed to a Customer Subscriber.

"Calling Card and Third Number Settlement" (CATS) means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billable to an end user in another Bellcore Client Company territory.

"Centralized Message Data System I" (CMDS) means the industry-wide data collection system located in Missouri, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS direct participants). **SBC CAILORNIA** is a CMDS direct participant.

"CMDS Host" means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable, to settle end user message detail through BOC CATS.

"Customer Calling Card Messages" means messages where (i) the charges are billed to a telecommunications line number based calling card issued by Customer, (ii) the Transporting LEC is **SBC CALIFORNIA**, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.

"Customer Collect Messages" means messages where the charges are billed to the called end user who is a Customer Subscriber and where the Transporting LEC is **SBC CALIFORNIA**.

"Customer Non-CATS Messages" means Customer Collect Messages, Customer Calling Card Messages and/or Customer Third Number Billed Messages as those terms are defined herein.

"Customer Subscriber" means an end user who has authorized Customer to provide the end user with local exchange service in California or who has billed an intraLATA call to a telecommunications calling card that is based on a California telephone number issued by the Customer.

"Customer Third Number Billed Messages" means messages where (i) the charges are billed to a Customer Subscriber's telephone number that is not the originating or

terminating telephone number, (ii) the Transporting LEC is **SBC CALIFORNIA**, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.

"Local Access and Transport Area" (LATA) are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698 and 82-0192.

"Local Exchange Carrier" (LEC) means a carrier authorized to provide local, exchange access and intraLATA toll services.

"SBC CALIFORNIA Calling Card Messages" means messages where (i) the charges are billed to a telecommunications line number based calling card issued by **SBC CALIFORNIA**, (ii) the Transporting LEC is Customer, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.

"SBC CALIFORNIA Collect Messages" means messages where the charges are billed to the called end user who is a **SBC CALIFORNIA** Subscriber and where the Transporting LEC is Customer.

"SBC CALIFORNIA Non-CATS Messages" means **SBC CALIFORNIA** Collect Messages, **SBC CALIFORNIA** Calling Card Messages and/or **SBC CALIFORNIA** Third Number Billed Messages as those terms are defined herein.

"SBC CALIFORNIA Subscriber" means an end user who has authorized **SBC CALIFORNIA** or who has billed an intraLATA call to a telecommunications calling card issued by **SBC CALIFORNIA**.

"SBC CALIFORNIA Third Number Billed Messages" means messages where (i) the charges are billed to a **SBC CALIFORNIA** Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is Customer, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.

"Transporting LEC" means the LEC on whose network an end user originates a call.

DEFINITIONS APPLICABLE TO SBC NEVADA ONLY

"Bellcore Client Company" means **SBC NEVADA** and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.

"Calling Card and Third Number Settlement" (CATS) means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billed to an end user in another Bellcore Client Company territory.

"Centralized Message Data System I" (CMDS) means the industry-wide data collection system located in Missouri, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS direct participants). **SBC NEVADA** is a CMDS direct participant.

"CMDS Host" means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable , to settle end user message detail through BOC CATS.

"Customer Calling Card Messages" means messages where (i) the charges are billed to a telecommunications line number based calling card issued by Customer, (ii) the Transporting LEC is **SBC NEVADA**, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.

"Customer Collect Messages" means messages where the charges are billed to the called end user who is a Customer Subscriber and where the Transporting LEC is **SBC NEVADA**.

"Customer Non-CATS Messages" means Customer Collect Messages, Customer Calling Card Messages and/or Customer Third Number Billed Messages as those terms are defined herein.

"Customer Subscriber" means an end user who has authorized Customer to provide the end user with local exchange service in Nevada or who has billed an intraLATA call to a telecommunications calling card that is based on a Nevada telephone number issued by the Customer.

"Customer Third Number Billed Message" means messages where (i) the charges are billed to a Customer Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is **SBC NEVADA**, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.

"Local Access and Transport Area" (LATA) are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698 and 82-0192.

"Local Exchange Carrier" (LEC) means a carrier authorized to provide local, exchange access and intraLATA toll services.

"SBC NEVADA Calling Card Messages" means messages where (i) the charges are billed to a telecommunications line number based calling card issued by **SBC NEVADA**, (ii) the Transporting LEC is Customer, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.

"SBC NEVADA Collect Messages" means messages where the charges are billed to the called end user who is a **SBC NEVADA** Subscriber and where the Transporting LEC is Customer.

"SBC NEVADA Non-CATS Messages" means **SBC NEVADA** Collect Messages, **SBC NEVADA** Calling Card Messages and/or **SBC NEVADA** Third Number Billed Messages as those terms are defined herein.

"SBC NEVADA Subscriber" means an end user who has authorized **SBC NEVADA** or who has billed an intraLATA call to a telecommunications calling card issued by **SBC NEVADA**.

"SBC NEVADA Third Number Billed Messages" means messages where (i) the charges are billed to a **SBC NEVADA** Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is Customer, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.

"Transporting LEC" means the LEC on whose network an end user originates a call.

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

1.0 INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **LEVEL 3**. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for purposes not permitted under the Act.

1.2 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection.

2.0 NETWORK INTERCONNECTION ARCHITECTURE PLAN

2.1 **RESERVED FOR FUTURE USE**

2.1.1 A "Single POI" is a single point of interconnection within a LATA on **SBC-13STATE's** network that is established to interconnect **SBC-13STATE**'s network and **LEVEL 3**'s network for the exchange of traffic**.**

2.1.2 An "End Office POI" is a point of interconnection at an end office and is used when an **SBC-13STATE**'s End Office Switch does not subtend an **SBC-13STATE** Local Tandem Switch.

2.1.3 An End Office POI will only be used to originate traffic from and/or terminate traffic to the End Office where the End Office POI is located.

2.1.4 The Parties agree that **LEVEL 3** has the right to choose a single POI, End Office POI(s), or multiple POIs.

2.1.5 When **LEVEL 3** has established a single POI (or multiple POIs) in a LATA, **LEVEL 3** agrees to establish an additional POI:
(i) at a tandem separate from the existing POI arrangement, or
(ii) at an End Office not served by a Local Tandem,

when traffic through the existing POI arrangement to that tandem and its subtending end offices, or to the End Office not served by a Local Tandem, exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.

2.1.6 The additional POI(s) will be established within 90 days of notification that the threshold has been met

2.2 **RESERVED FOR FUTURE USE**

2.3 Points of interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.

2.4 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. In the event either Party makes changes to its network architecture including, but not limited to trunking changes or adding new switches, then the Parties will negotiate the establishment of such new POIs as may be necessary subject to Section 2.1 above. The new POIs will be documented and distributed to both Parties.

2.5 Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the Local Interconnection Trunk Groups required for the exchange of traffic between **LEVEL 3** and **SBC-13STATE**.

2.6 In the event that either Party is going to make a change to its physical architecture which may or will impact the other Party, the changing Party will provide written notice to the other Party so as to allow both Parties to properly coordinate the activities required between them.

2.7 **LEVEL 3** is financially responsible for the facilities that carry OS/DA, BLVI, 911, mass calling and Meet Point trunk groups, which trunk groups are described and defined in Appendix ITR, however, for the facilities that carry mass calling and Meet-Point trunk groups, the Parties shall be responsible in accordance with their obligations to bring traffic to the POI**.**

2.8 Unless **LEVEL 3** has established a POI at the collocation, in an **SBC-13STATE** End Office, the facility for the Direct End Office Trunks (DEOTS) to that End Office shall be the financial responsibility of **LEVEL 3** consistent with the treatment of the financial responsibility for the POI in this Agreement**.**

2.9 Technical Interfaces

2.9.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format

framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

2.9.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, **SBC-13STATE** will provide any multiplexing required for DS1 facilities or trunking at their end and **LEVEL 3** will provide any DS1 multiplexing required for facilities or trunking at their end.

2.9.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs**.**

3.0 METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

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

3.2 Virtual Collocation Interconnection

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

3.3 Leased Facility Interconnection ("LFI")

3.3.1 **LEVEL 3** may lease facilities from a third party.

3.4 Fiber Meet Interconnection

3.4.1 Reserved for future use.

3.4.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet, a single point-to-point linear chain SONET system must be utilized, unless the parties agree otherwise.

3.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet

will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.4.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed.

3.4.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast.

3.4.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.4.7 **LEVEL 3** will provide fiber cable to the last entrance (or **SBC-13STATE** designated) manhole at the **SBC-13STATE** Tandem or End Office switch. **SBC-13STATE** shall make all necessary preparations to receive and to allow and enable **LEVEL 3** to deliver fiber optic facilities into that manhole. **LEVEL 3** will provide a sufficient length of Fiber cable for **SBC-13STATE** to pull through the **SBC-13STATE** cable vault. **LEVEL 3** shall deliver and maintain such strands wholly at its own expense up to the POI. **SBC-13STATE** shall take the fiber from the manhole and terminate it inside **SBC-13STATE**'s office at the cable vault at **SBC-13STATE**'s expense. In this case the POI shall be at the **SBC-13STATE** designated manhole location. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

3.4.8 **LEVEL 3** location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from **SBC-13STATE**. This location is **LEVEL 3**'s responsibility to provision and maintain.

3.4.9 The **SBC-13STATE** location includes all **SBC-13STATE** FOT, multiplexing and fiber required to terminate the optical signal provided from **LEVEL 3**. This location is **SBC-13STATE**'s responsibility to provision and maintain.

3.4.10 **SBC-13STATE** and **LEVEL 3** shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.

3.4.11 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.4.12 **LEVEL 3** and **SBC-13STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.5 Other Interconnection Methods

3.5.1 Other Interconnection methods that are technically feasible may be mutually agreed to by the Parties.

4.0 RESPONSIBILITIES OF THE PARTIES

4.1 For each Interconnection within an **SBC-13STATE** area, **LEVEL 3** shall provide written notice to **SBC-13STATE** of the need to establish Interconnection in accordance with Section 2. The parties agree that they will exchange necessary information on forms (as set forth in SBC's CLEC Handbook, published on the CLEC Online website) and in a manner than ensures that they can quickly and efficiently establish such POIs. **LEVEL 3** shall provide all applicable network information on forms acceptable to **SBC-13STATE** (as set forth in SBC's CLEC Handbook, published on the CLEC Online website.)

4.2 Upon **SBC-13STATE**'s receipt from **LEVEL 3** of a notice pursuant to Section 4.1, the Parties shall schedule a meeting within thirty (30) days to negotiate and mutually agree on the particulars of the local Interconnection, to be documented as described in Section 2. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

4.3 Reserved for future use

4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

4.5 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR.

5.0 RESERVED FOR FUTURE USE

6.0 OUT OF EXCHANGE TRAFFIC

6.1 Out of Exchange traffic shall be consistent with the Appendix Out of Exchange Traffic attached to this agreement.

APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

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APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which **SBC MIDWEST REGION 5-STATE** will perform the revenue settlement of intrastate/intraLATA local/toll alternately billed calls between **SBC MIDWEST REGION 5-STATE** and **LEVEL 3** via the Centralized Message Distribution System (CMDS) NICS reports when **SBC MIDWEST REGION 5-STATE** is not the CMDS Host for the CLEC.

2. DEFINITIONS

2.1 **"Centralized Message Distribution System" (CMDS)** – means the industry-wide data collection system located in St. Louis, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.

2.2 **"Direct Participants" (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:

2.3.1 New England Telephone Company
2.3.2 New York Telephone Company
2.3.3 Bell Atlantic, NJ
2.3.4 Bell Atlantic, PA
2.3.5 Bell Atlantic, DE
2.3.6 Bell Atlantic, DC
2.3.7 Bell Atlantic MD
2.3.8 Bell Atlantic VA
2.3.9 Bell Atlantic WV
2.3.10 Southern Bell Telephone Company
2.3.11 South Central Bell Telephone Company
2.3.12 The Ohio bell Telephone Company d/b/a SBC Ohio
2.3.13 Michigan Bell Telephone Company d/b/a SBC Michigan
2.3.14 Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana
2.3.15 Illinois Bell Telephone Company d/b/a SBC Illinois
2.3.16 Wisconsin Bell Telephone Company d/b/a SBC Wisconsin
2.3.17 Northwestern Bell Telephone Company
2.3.18 Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas
2.3.19 Mountain Bell Telephone Company
2.3.20 Pacific Bell Telephone Company d/b/a SBC California
2.3.21 Nevada Bell Telephone Company d/b/a SBC Nevada
2.3.22 The Southern New England Telephone Company
2.3.23 Cincinnati Bell Telephone Company

2.3 **"Exchange Message Interface" (EMI)**-the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for

Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.

2.4 "**Non-Intercompany Settlement" (NICS)** is a revenue exchange process for messages which originate from **LEVEL 3** and bill to **SBC MIDWEST REGION 5-STATE** and message which originate from **SBC MIDWEST REGION 5-STATE** and bill to **LEVEL 3**. NICS messages must originate and bill within the same **SBC MIDWEST REGION 5-STATE** Company.

3. NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION

3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by **SBC MIDWEST REGION 5-STATE** and billed by **LEVEL 3**, or messages for calls originated by **LEVEL 3** and billed by **SBC MIDWEST REGION 5-STATE** within the same **SBC MIDWEST REGION 5-STATE** State (i.e., messages for intrastate/intraLATA traffic only). For example, an alternately billed call originating within **SBC ILLINOIS** territory and billed to **LEVEL 3** within **SBC ILLINOIS** would be covered by this section; a call originating within **SBC MICHIGAN** but billing outside of **SBC MICHIGAN** would not be NICS.

3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.

3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between **SBC MIDWEST REGION 5-STATE** and **LEVEL 3**. NICS settlement will be incorporated into **LEVEL 3**'s monthly invoice.

3.4 This agreement does not cover calls originating and billing within a state outside of **SBC MIDWEST REGION 5-STATE**. For such traffic, **LEVEL 3** should obtain NICS-type agreements with the LECs in that state.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Each Party is responsible for submitting the appropriate EMI billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS or an industry standard format acceptable to **SBC MIDWEST REGION 5-STATE** for inclusion in the NICS report when an alternately billed call originates from its end user.

5. BASIS OF COMPENSATION

5.1 **LEVEL 3** agrees to pay a $.05 per message charge to **SBC MIDWEST REGION 5-STATE** for all qualifying messages billed by **SBC MIDWEST REGION 5-STATE**.

5.2 **SBC MIDWEST REGION 5-STATE** agrees to pay the same $.05 a per message charge to **LEVEL 3** for all qualifying messages billed by **LEVEL 3**.

5.3 Net payment shall be due within thirty (30) days of the date of the invoice. Net payment is the amount due to **SBC MIDWEST REGION 5-STATE** or **LEVEL 3** based on netting the amount due **SBC MIDWEST REGION 5-STATE** and the amount due **LEVEL 3** from the Telcordia Technologies NICS report. A late payment charge of one

and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other. Provided however, this Attachment shall not continue in force and effect beyond the term of the ICA as specified in the General Terms and Conditions.

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.

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

2. TERMS AND CONDITIONS

2.1 **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.

2.15 New Combinations Involving Lawful UNEs

2.15.1 Subject to the provisions hereof and upon CLEC request, **SBC-13STATE** shall meet its combining obligations involving Lawful UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S.

467(May 13, 2002) (*"Verizon Comm. Inc.")* and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.

2.15.1.1 Any combining obligation is limited solely to combining of Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that **SBC-13STATE** might offer pursuant to Section 271 of the Act.

2.15.2 In the event that **SBC-13STATE** denies a request to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC, **SBC-13STATE** shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, **SBC-13STATE** shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.15 of this Appendix.

2.15.3 In accordance with and subject to the provisions of this Section 2.15, including Section 2.15.3.2 and 2.15.5, the new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations attached and incorporated into this Appendix shall be made available to CLEC as specified in the specific Schedule for a particular State.

2.15.3.1 The Parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as **SBC-13STATE** being required to perform the functions necessary to combine Lawful UNEs and to combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the time this Appendix was agreed-to by the Parties, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, **SBC-13STATE** is willing to perform the actions necessary to also complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Appendix, subject to the following:

2.15.3.1.1 Section 2.15, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, **SBC-13STATE** from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved

by **SBC-13STATE**. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect **SBC-13STATE** from taking any position with respect to combinations including Lawful UNEs or any issue or subject addressed or related thereto.

2.15.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's combining obligations, **SBC-13STATE** shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.15.3.1.2 shall apply in accordance with its terms, regardless of change in law, intervening law or other similarly purposed provision of the Agreement and, concomitantly, the first sentence of this Section 2.15.3.1.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.

2.15.3.1.3 Without affecting the application of Section 2.15.3.1.2 (which shall apply in accordance with its provisions), upon notice by **SBC-13STATE**, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any **SBC-13STATE** obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

2.15.3.2 A new Lawful UNE combination, if any, listed on a Schedule –Lawful UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new Lawful UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.

2.15.3.3 For a new Lawful UNE combination, if any, listed on a Schedule – Lawful UNE Combinations, CLEC shall issue appropriate service

requests. 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.

2.15.3.4 Upon notice by **SBC-13STATE**, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by **SBC-13STATE** in providing the new Lawful UNE combinations, if any, set forth in Schedule(s) – Lawful UNE Combinations, which work is not covered by the charges applicable per Section 2.16.3.3. For any such work done by **SBC-13STATE** under Section 2.16.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by **SBC-13STATE**, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

2.15.4 In accordance with and subject to the provisions of this Section 2.15, any request not included in Section 2.15.3 in which CLEC wants **SBC-13STATE** to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.

2.15.4.1 In any such BFR, CLEC must designate among other things the Lawful UNE(s) sought to be combined and the needed location(s), the order in which the Lawful UNEs and any CLEC elements are to be connected, and how each connection (*e.g.*, cross-connected) is to be made between an **SBC-13STATE** Lawful UNE and the lawful network element(s) possessed by CLEC.

2.15.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work done by **SBC-13STATE** under Section 2.15.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. **SBC-13STATE**'s Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC requests **SBC-13STATE** to perform work not required by Section 2.15.1, CLEC shall be charged a market-based rate for any such work.

2.15.5 Without affecting the other provisions hereof, the Lawful UNE combining obligations referenced in this Section 2.16 apply only in situations where each of the following is met:

2.15.5.1 it is technically feasible, including that network reliability and security would not be impaired;

2.15.5.2 **SBC-13STATE**'s ability to retain responsibility for the management, control, and performance of its network would not be impaired;

2.15.5.3 **SBC-13STATE** would not be placed at a disadvantage in operating its own network;

2.15.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with **SBC-13STATE**'s network; and

2.15.5.5 CLEC is

2.15.5.5.1 unable to make the combination itself; or

2.15.5.5.2 a new entrant and is unaware that it needs to combine certain Lawful UNEs to provide a Telecommunications Service, but such obligation under this Section 2.15.5.5 ceases if **SBC-13STATE** informs CLEC of such need to combine.

2.15.6 For purposes of Section 2.15.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the Lawful UNE(s) sought to be combined are available to CLEC, including without limitation:

2.15.6.1 at an **SBC-13STATE** premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;

2.15.6.2 for **SBC CALIFORNIA** only, within an adjacent location arrangement, if and as permitted by this Agreement.

2.15.7 Section 2.15.5.5 shall only begin to apply thirty (30) days after notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 2.15.5.5 with respect to any request for a combination involving Lawful UNEs.

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.

2.17 Commingling

2.17.1 "Commingling" means the connecting, attaching, or otherwise linking of a Lawful UNE, or a combination of Lawful UNEs, to one or more facilities or services that CLEC has obtained at wholesale from **SBC-13STATE**, or the combining of a Lawful UNE, or a combination of Lawful UNEs, with one or more such facilities or services. "Commingle" means the act of commingling.

2.17.1.1 "Commingled Arrangement" means the arrangement created by Commingling.

2.17.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an **SBC-13STATE** offering pursuant to 47 U.S.C. § 271 that is not a Lawful UNE under 47 U.S.C. § 251(c)(3).

2.17.1.3 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) 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.

2.17.1.4 Any commingling obligation is limited solely to commingling of one or more facilities or services that CLEC has obtained at wholesale from **SBC-13STATE** with Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to commingling, including but not limited to facilities, services or functionalities that SBC might offer pursuant to Section 271 of the Act.

2.17.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, **SBC-13STATE** shall permit CLEC to Commingle a Lawful UNE or a combination of Lawful UNEs with facilities or services obtained at wholesale from **SBC-13STATE** to the extent required by FCC rules and orders.

2.17.3 Upon request, and subject to this Section 2, **SBC-13STATE** shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNEs with one or more facilities or services that CLEC has obtained at wholesale from **SBC-13STATE** (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual Commingling), except that **SBC-13STATE** shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) the CLEC is able to perform those functions itself; or (ii) it is not technically feasible, including that network reliability and security would be impaired; or (iii) **SBC-13STATE**'s ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iv) **SBC-13STATE** would be placed at a disadvantage in operating its own network; or (v) it would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with **SBC-13STATE**'s network. Where CLEC is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, **SBC-13STATE**'s obligation to commingle ceases if **SBC-13STATE** informs CLEC of such need to Commingle.

2.17.3.1 For purposes of Section 2.18.3 and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the Lawful UNE(s), Lawful UNE combination, and facilities or services obtained at wholesale from **SBC-13STATE** are available to CLEC, including without limitation:

2.17.3.1.1at an **SBC-13STATE** premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;

2.17.3.1.2for **SBC CALIFORNIA** only, within an adjacent location arrangement, if and as permitted by this Agreement.

2.17.3.2 Section 2.17.3(i) shall only begin to apply thirty (30) days after notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 2.17.3(i) with respect to any request for Commingling.

2.17.4 In accordance with and subject to the provisions of this Section 2.17, any request by CLEC for **SBC-13STATE** to perform the functions necessary to Commingle (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual Commingling), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.

2.17.4.1 In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNEs, and the facilities or services that CLEC has obtained at wholesale from **SBC-13STATE** sought to be Commingled and the needed location(s), the order in which such Lawful UNEs, such combinations of Lawful UNEs, and such facilities and services are to be Commingled, and how each connection (*e.g.*, cross-connected) is to be made between them.

2.17.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by **SBC-13STATE** under this Section 2.17 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. **SBC-13STATE**'s Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests **SBC-13STATE** to perform work not required by this Section 2.17.4, CLEC shall be charged a market-based rate for any such work.

2.17.5 **SBC-13STATE** shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement. As a general matter, "ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. **SBC-13STATE** shall charge the rates for Lawful UNEs (or Lawful UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.

2.17.6 Nothing in this Agreement shall impose any obligation on **SBC-13STATE** to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The preceding includes without limitation that **SBC-13STATE** shall not be obligated to Commingle network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Lawful UNE involved or to be involved in a

Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.

2.17.7 In the event that Commingling involves **SBC-13STATE** performing the functions necessary to combine Lawful UNEs (e.g., make a new combination of Lawful UNEs), and including making the actual Lawful UNE combination, then Section 2.16 shall govern with respect to that Lawful UNE combining aspect of that particular Commingling and/or Commingled Arrangement.

2.17.8 Subject to this 2.17, **SBC-13STATE** shall not deny access to a Lawful UNE or a combination of Lawful UNEs on the grounds that one or more of the Lawful UNEs is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from **SBC-13STATE**.

2.17.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, **SBC-13STATE**'s obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass **SBC-13STATE** offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNEs under 47 U.S.C. § 251(c)(3).

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.

2.19 **SBC-13STATE** will combine Lawful UNEs, combine Lawful UNE(s) with network elements possessed by CLEC, and/or Commingle only as set forth in this Appendix Lawful UNEs.

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 (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:

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.

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

6.4.2.3 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

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

6.5.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to **SBC CALIFORNIA**, with the following exceptions:

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 xDSL and Line Splitting 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 xDSL and Line Splitting 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 xDSL and Line Splitting Appendix and will be available to CLEC in the **SBC-12STATE** states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting 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 xDSL and Line Splitting 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 Interface	Serving Area Interface or Feeder Distribution
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.

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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 **SBC-13STATE**'s provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, 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 but not limited each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement, 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 without limitation, this Appendix), **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. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). 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 required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

20.2 Notwithstanding anything to the contrary herein, Level 3 shall be able to avail itself of any offers made by SBC to all CLECs, as a result of change of law or other regulatory action related to the subject matter of the UNE Appendix.

APPENDIX ITR
(Interconnection Trunking Requirements)

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APPENDIX ITR

(Interconnection Trunking Requirements)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **LEVEL 3**.

1.2 This Appendix provides descriptions of the trunking requirements between **LEVEL 3** and **SBC-13STATE**. All references to incoming and outgoing trunk groups are from the perspective of **LEVEL 3**. The paragraphs below describe the required and optional trunk groups for the exchange of Section 251(b)(5) Traffic, ISP Bound Traffic, IntraLATA toll, InterLATA "meet point", mass calling, E911, Operator Services and Directory Assistance traffic.

1.3 Local Interconnection Trunk Groups may only be used to transport traffic between the parties End Users.

2. RESERVED FOR FUTURE USE.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 **LEVEL 3** shall issue Access Service Requests (ASR) for two-way trunk groups. **LEVEL 3** shall issue ASR's for one-way trunk groups, originating at the **LEVEL 3** switch. **SBC-13STATE** shall issue ASRs for one-way trunk groups originating at the **SBC-13STATE** End Office Switch or Tandem Switch. Exceptions to this are noted below:

3.1.1 Reserved for future use.

3.1.2 **LEVEL 3** shall issue ASR's for one-way Busy Line Verification/Emergency Interrupt trunk group.

3.1.3 **LEVEL 3** shall issue ASR's for one-way High Volume Call In trunk group as described in section 5.7.

3.2 Trunk groups for ancillary services (e.g. OS/DA, BLVI, mass calling, and 911) and Meet Point Trunk Groups can be established between a **LEVEL 3** switch and an **SBC-13STATE** Tandem as further provided in this Appendix ITR.

3.3 Two-way Local Interconnection Trunk Group(s) for local/ IntraLATA shall be established between a **LEVEL 3** switch or **LEVEL 3** routing point representing a switch location and an **SBC-12STATE** Tandem or End Office switch for the exchange of traffic between each Party's End Users only.

3.3.1 These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. For administrative consistency **LEVEL 3** will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. **SBC-13STATE** will use the Trunk Group Service Request (TGSR), as described in

section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

3.4 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, in **SBC-CONNECTICUT**, one-way trunking is required to accommodate billing limitations.

3.5 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. The Parties agree to the electronic exchange of data as described in Section 9.

3.6 The Parties recognize that embedded one-way trunks may exist via end-point meet Interconnection architecture. The Parties may agree to negotiate a transition plan to migrate embedded one-way trunks to two-way trunks via any Interconnection method as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. **SBC-13STATE** agrees to develop a cutover plan and project manage the cutovers with **LEVEL 3** participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 The Parties shall establish POIs according to the requirements of NIM Section 2. **SBC-13STATE** deploys in its network Local Only Tandem Switches, Local/IntraLATA Tandem Switches (**SBC SOUTHWEST REGION 5-STATE** only), Access Tandem Switches and Local/Access Tandem Switches. In addition **SBC-13STATE** deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.

4.2 When Tandem trunks are deployed, **LEVEL 3** shall connect to all tandems in the LATA in **SBC CONNECTICUT**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC MIDWEST REGION 5-STATE** and to all Tandems in the local exchange area in **SBC SOUTHWEST REGION 5-STATE** where Level 3 Offers Service within the area served by that tandem. If no Local Only Tandem Switch, Local/ IntraLATA Tandem Switch or Local/ Access Tandem Switch exists in the local exchange area in **SBC SOUTHWEST REGION 5-STATE, LEVEL 3** shall trunk to all **SBC** End Offices in the local exchange area where **LEVEL 3** Offers Service. **LEVEL 3** shall route appropriate traffic (i.e. only traffic to **SBC-13STATE** End Offices that subtend that Tandem) to the respective **SBC-13STATE** Tandems on the trunk groups defined below. **SBC-13STATE** shall route appropriate traffic to **LEVEL 3**'switches on the trunk groups defined below.

4.3 Reserved for future use

4.4 Direct End Office trunks terminate traffic from a **LEVEL 3** switch to an **SBC-13STATE** End Office and are not switched at a Tandem location. The Parties shall establish a two-way Direct End Office trunk group (except in **SBC-CONNECTICUT** where it shall be one-way) when actual or projected End Office traffic requires twenty-four (24) or more Local Interconnection Trunks in a Trunk Group or when no Local Only, Local/IntraLATA or Local/Access Tandem Switch is present in the local exchange. Overflow from either end of the Direct End Office trunk group will be alternate routed to the appropriate Tandem.

4.4.1 Direct End Office trunks terminate traffic from a **LEVEL 3** switch to an **SBC-13STATE** End Office.

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

4.5 All traffic received by **SBC-13STATE** on the direct End Office trunk group from **LEVEL 3** must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office unless SBC does so for itself or for any other party. Where End Office functionality is provided in a remote End Office of a host/remote switch configuration, the Interconnection for that remote End Office is only available at the host switch unless SBC has provisioned such capability in the remote switch. The number of originating telephone number digits to be received by the **SBC-13STATE** End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.

4.6 Trunk Configuration

4.6.1 Trunk Configuration – **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC CONNECTICUT**

4.6.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls

shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

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

4.6.2 Trunk Configuration – **SBC CALIFORNIA** and **SBC NEVADA**

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

4.6.2.2 When Interconnecting at **SBC CALIFORNIA**'s DMS Tandem(s), 64CCC data and voice traffic may be combined on the same B8ZF ESF facilities and 2-way trunk group. 64CCC data and voice traffic must be separate and not combined at **SBC CALIFORNIA**'s 4E Tandems. When **LEVEL 3** establishes new trunk groups to carry combined voice and data traffic from **SBC CALIFORNIA**'s DMS Tandems**, LEVEL 3** may do so where facilities and equipment exist. Where separate voice and data Interconnection trunking already exists **LEVEL 3** may transition to combined voice and data trunking as a major project, subject to mutual agreement between **LEVEL 3** and **SBC CALIFORNIA**, which agreement will include consideration of the CLEC handbook on **SBC CALIFORNIA**'s CLEC website. In all cases, **LEVEL 3** will be required to disconnect existing voice-only trunk groups as existing 64CCC trunk groups are augmented to carry both voice and data traffic. For both the combined and the segregated voice and data trunk groups, where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job which **SBC CALIFORNIA** does for itself, any other CLEC or an IXC, **LEVEL 3**'s, or itself for 64CCC trunks.

5. TRUNK GROUPS

5.1 The following trunk groups shall be used to exchange various types of traffic between **LEVEL 3** and **SBC-13STATE**.

5.2 **SBC SOUTHWEST REGION 5-STATE** Local Interconnection Trunk Group(s) in each Local Exchange Area: where Level 3 Offers Service

5.2.1 A Two-way Local Only Trunk Group(s) shall be established between **LEVEL 3**'s switch and each **SBC SOUTHWEST REGION 5-STATE** Local Only Tandem Switch in the local exchange area.

5.2.2 A two-way Local Interconnection Trunk Group(s) shall be established between **LEVEL 3** switch and each **SBC SOUTHWEST REGION 5-STATE** Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area.

5.2.3 **SBC SOUTHWEST REGION 5-STATE** may initiate one-way or two-way IntraLATA trunk groups to **LEVEL 3** where required to provide trunk switch port relief in **SBC SOUTHWEST REGION 5-STATE** Tandems when a community of interest is outside the local exchange area in which **LEVEL 3** is interconnected.

5.2.4 Where traffic from **LEVEL 3**'s switch to an **SBC SOUTHWEST REGION 5-STATE** End Office Switch exceeds 24 trunks in an average time consistent busy hour, a Local Interconnection Trunk Group shall also be established to the **SOUTHWEST REGION 5-STATE** End Office Switch as described in Sections 4.4 and 4.5.

5.2.5 A Local Interconnection Trunk Group shall be established from **LEVEL 3**'s switch to each **SBC SOUTHWEST REGION 5-STATE** End Office Switch in a local exchange area that has no Local Only Tandem Switch, Local/IntraLATA Tandem Switch or Local/Access Tandem Switch.

5.2.6 When **SBC SOUTHWEST REGION 5-STATE** has a separate Local Only Tandem Switch in the local exchange area and a Local/IntraLATA, Local/Access, and/or Access Tandem Switch that serves the same local exchange area, a two-way trunk group shall be established to the **SBC SOUTHWEST REGION 5-STATE** Local/IntraLATA, Local/Access, or Access Tandem Switch. In addition, a two-way Local Only Trunk Group shall be established from the **LEVEL 3** switch to the **SBC SOUTHWEST REGION 5-STATE** Local Only Tandem switch.

5.2.7 When **SBC SOUTHWEST REGION 5-STATE** has a Local/Access Tandem Switch in a local exchange area, a two-way Local Interconnection Trunk Group shall be established.

5.2.8 When **SBC SOUTHWEST REGION 5-STATE** has more than one combined Local/Access Tandem Switch in a local exchange area, a two-way Local Interconnection Trunk Group shall be established to each **SBC SOUTHWEST REGION 5-STATE** Local/AccessTandem Switch that the Parties may mutually agree upon.

5.2.9 When **SBC SOUTHWEST REGION 5-STATE** has more than one Local/Access Tandem Switch combined local/Access Tandem in a local exchange area, a two-way Local Interconnection Trunk Group shall be established to each **SBC SOUTHWEST REGION 5-STATE** Local/Access Tandem Switch(es) that the Parties may mutually agree upon.

5.3 Local Interconnection Trunk Group(s) in each LATA: **SBC MIDWEST REGION 5-STATE**, **SBC CONNECTICUT**, **SBC CALIFORNIA** and **SBC NEVADA**

5.3.1 Tandem Trunking - Single Tandem LATAs

5.3.1.1 Where **SBC CALIFORNIA, SBC NEVADA** or **SBC MIDWEST REGION 5-STATE** has a single Local/IntraLATA, Local/Access Tandem or Access Tandem Switch in a LATA, the Parties shall establish a single Local Interconnection Trunk Group for calls destined to or from all **SBC** End Offices that subtend the Tandem within that LATA.

5.3.2 Tandem Trunking – Multiple Tandem LATAs

5.3.2.1 Where **SBC CALIFORNIA**, **SBC NEVADA**, **SBC CONNECTICUT** or **SBC MIDWEST REGION 5-STATE** has more than one Access Tandem Switch and/or Local/IntraLATA Tandem Switch in a LATA, the Parties shall establish a single Local Interconnection Trunk Group at every **SBC CALIFORNIA**, **SBC NEVADA**, **SBC CONNECTICUT** or **SBC MIDWEST REGION 5-STATE** Tandem(s) where **LEVEL 3** Offers Service within the area served by that tandem for calls destined to or from all **SBC** End Offices that subtend each Tandem in the LATA.

5.3.3 Direct End Office Trunking

5.3.3.1 The Parties shall establish direct End Office primary high usage Local Interconnection Trunk Groups for the exchange of traffic where actual or projected traffic demand exceeds one DS1's worth of traffic for three (3) consecutive months as measured during the busy hour.

5.4 Meet Point Trunk Group: **SBC-13STATE**

5.4.1 Meet Point Trunk Groups will be established for the transmission and routing of traffic between **LEVEL 3**'s End Users and Interexchange Carriers via **SBC-13STATE** Access or Local/Access Tandem Switches. Traffic sent to or received from Interexchange Carriers shall be transported between **LEVEL 3** and the **SBC-13STATE** Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group.

5.4.2 Meet Point Trunk Groups shall be set up as two-way and will utilize SS7 signaling, except multi-frequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol.

5.4.3 When **SBC-13STATE** has more than one Local/Access Tandem or Access Tandem Switch in a local exchange area or LATA, **LEVEL 3** need only establish Meet Point Trunk Groups to those tandems where **LEVEL 3** elects to home its NXX code(s) in the LERG.

5.4.4 In **SBC-13STATE** where there is more than one Local/Access Tandem or Access Tandem Switch in a LATA, and **LEVEL 3** had previously established a Meet Point Trunk Group to a **SBC-13STATE** Local/Access Tandem or Access Tandem Switch and a constrained Local/Access Tandem or Access Tandem Switch condition exist as to such Tandems, the Parties agree to develop a mutually acceptable plan to establish a Meet Point Trunk Group to relieve the constrained tandem condition.

5.4.5 FOR **SBC CALIFORNIA** ONLY: **LEVEL 3** will home new codes serving a particular community on the Tandem serving that community, as defined in SCHEDULE CAL.P.U.C. NO. l75—T, Section 6.7.3, Tandem Access Sectorization (TAS). **LEVEL 3** is not required, however, to home codes by the sector designations. **LEVEL 3** also agrees to locate at least one Local Routing Number (LRN) per home Tandem if **LEVEL 3** ports any telephone numbers to its network from a community currently homing on that Tandem.

5.4.6 **SBC-13STATE**: For each NXX code used by either Party, the Party to whom the NXX is assigned by the relevant numbering administrator is responsible for the network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service within the NXX code.

5.4.7 **SBC-13STATE** will not block traffic delivered to any **SBC-13STATE** Tandem for completion on **LEVEL 3**'s network or delivered from **LEVEL 3** to **SBC-13STATE** for completion on **SBC-13STATE**'s network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any **SBC-13STATE** Local Access Tandem or Access Tandem Switch that **LEVEL 3** subtends in each LATA. In no event will **SBC-13STATE** be required to switch such traffic through more than one Tandem for connection to/from switched access customers. **SBC-13STATE** shall have no responsibility to ensure that any switched access customer will accept traffic that **LEVEL 3** directs to the switched access customer when that customer has refused to accept such traffic.

5.4.8 **LEVEL 3** shall provide and **SBC-13STATE** shall pass all SS7 signaling information including, without limitation, charge number, and originating line information ("OLI"). For terminating Circuit Switched Traffic, such as traffic exchanged over FGD trunks, **SBC-13STATE** will pass all SS7 signaling information including, without limitation, and CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, each Party shall pass or provide network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted or other mutually agreeable standards pertaining to TNS and CIC/OZZ codes.

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

5.5.1 If Either Party chooses the Other Party to handle 800/(8YY) database queries from its switches, all **LEVEL 3** originating 800/(8YY) traffic may be routed over the Meet Point Trunk Group except that to the extent that an 8YY originated number is local to the point of origination that call may be routed over a local trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and **LEVEL 3** 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **SBC-13STATE** Tandem switch.

5.5.2 All originating Toll Free Service (800/8YY) calls for which **LEVEL 3** requests that **SBC-13STATE** perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

5.5.3 **LEVEL 3** may handle its own 800/8YY database queries from its switch. If so, **LEVEL 3** will determine the nature (local/intraLATA/interLATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, **LEVEL 3** will route the post-query local or IntraLATA converted ten-digit local number to **SBC-13STATE** over the Local Interconnection Trunk Group. In such case **LEVEL 3** is to provide an 800/8YY billing record when appropriate. 8YY calls to numbers that are local to the point where the traffic is handed off will be rated as local. If the query reveals the call is an InterLATA 800/8YY number, **LEVEL 3** will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the Meet Point Trunk Group to carriers not directly connected to its network but are connected to **SBC-13STATE**'s Local/Access Tandem or Access Tandem or its equivalent. Each Party will route calls to the other party over the appropriate trunk groups within the LATA in which the calls originate.

5.5.4 All post-query Toll Free Service (800/8YY) calls for which **LEVEL 3** performs the SSP function, if delivered to **SBC-13STATE** shall be delivered using GR-394 or other mutually agreeable format over the Meet Point Trunk Group or other designated Trunk Group for Circuit-Switched calls destined to IXCs. All post-query Toll Free Service (800/8YY) calls for which **LEVEL 3** performs the SSP function, if delivered to **SBC-13STATE** shall be delivered using the GR-317 format over the Local Interconnection Trunk Group for delivery to SBC End Offices directly subtending the Tandem.

5.6 E911 Trunk Group

5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which **LEVEL 3** offers exchange service. **LEVEL 3** will have administrative control for the purpose of issuing ASRs on this one-way trunk group. This trunk group shall be set up as a one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. **LEVEL 3** shall provide a minimum of two (2) one-way outgoing channels on E911 trunks dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the **SBC-13STATE** E911 switch.

5.6.2 In **SBC CONNECTICUT** only, **LEVEL 3** will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires **LEVEL 3** to establish three dedicated separate trunk groups for each Connecticut NPA, from its switch to each of the Connecticut E911 tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 tandem. A second trunk group using SS7 will go to the Secondary E911 tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 tandem and serve as a backup. These trunk groups shall be set up as a one-way outgoing only by **LEVEL 3**. **LEVEL 3** will have administrative control for the purpose of issuing ASRs.

5.6.3 **LEVEL 3** and **SBC-13STATE** will cooperate to promptly test all 9-1-1 trunks and facilities between **LEVEL 3** network and the **SBC-13STATE** 9-1-1 Tandem to assure proper functioning of 9-1-1 service. **LEVEL 3** will not turn-up live traffic until successful testing is completed by both Parties and therefore **SBC-13STATE** and **LEVEL 3** both agree to use best efforts to complete testing as soon as is reasonably possible once **LEVEL 3** has requested interconnection at the **SBC-13STATE** 9-1-1 Tandem.

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

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk

group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection trunk groups**.** **LEVEL 3** will have administrative control for the purpose of issuing ASRs on this trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties**.**

5.7.2 This group shall be sized as follows

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

5.7.3 If **LEVEL 3** should acquire an HVCI/Mass Calling customer**,** *e.g.***,** a radio station, **LEVEL 3** shall notify **SBC-12STATE** at least sixty (60) days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the **SBC-12STATE** HVCI/Mass Calling Serving Office to **LEVEL 3**'s customer's serving office. **LEVEL 3** will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.4 If **LEVEL 3** finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, **LEVEL 3** may request a meeting to coordinate with **SBC-12STATE** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that **LEVEL 3** establishes a new choke NXX, **LEVEL 3** may notify **SBC-12STATE** a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. **SBC-12STATE** will perform the necessary translations in its End Offices and Tandem(s) and **LEVEL 3** will issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the **SBC-12STATE** Public Response HVCI/Mass Calling Network Access Tandem to **LEVEL 3**'s choke serving office.

5.7.5 In **SBC CONNECTICUT**, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize "call gapping" as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume customers or in situations such as those described in Section 36 Network Maintenance and Management of the General Terms and Conditions.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 If **SBC-13STATE** agrees to provide Inward Assistance Operator Services for **LEVEL 3**, please see section 4.1 of Appendix INW for the trunking requirements to provide this service.

5.8.2 If **SBC-13STATE** agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for **LEVEL 3** the following trunk groups are required:

5.8.2.1 Directory Assistance (DA)

5.8.2.1.1 **LEVEL 3** may contract for DA services only. A segregated trunk group for these services will be required to the appropriate **SBC-13STATE** OPERATOR SERVICES Tandem in the LATA for the NPA **LEVEL 3** wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). **LEVEL 3** will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC)

5.8.2.2.1 Where **LEVEL 3** contracts for DA services SBC will also permit it to contract for DACC. This requires a segregated one-way trunk group to each **SBC-13STATE** OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). **LEVEL 3** will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI)

5.8.2.3.1 When **SBC-13STATE**'s operator is under contract to verify the busy status of **LEVEL 3** End Users, **SBC-**

13STATE will utilize a segregated one-way with MF signaling trunk group from **SBC-13STATE**'s Operator Services Tandem to **LEVEL 3** switch. **LEVEL 3** will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-)

5.8.2.4.1 This service requires a one-way trunk group from **LEVEL 3** switch to **SBC-13STATE**'s OPERATOR SERVICES Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. **LEVEL 3** will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling

5.8.2.5.1 **LEVEL 3** will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the OPERATOR SERVICES switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS QUESTIONNAIRE

5.8.2.6.1 If **LEVEL 3** chooses **SBC-13STATE** to provide either OS and/or DA, then **LEVEL 3** agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. FORECASTING RESPONSIBILITIES: SBC-13STATE

6.1 **LEVEL 3** agrees to provide an initial forecast for establishing the initial Interconnection facilities. **SBC-13STATE** shall review this forecast and if it has any additional information that will change the forecast it shall provide this information to **LEVEL 3**. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1. This forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification

(CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum.

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem Local Interconnection Trunk Groups and Meet Point Trunk Groups and End Office Local Interconnection trunks), for a minimum of three (current plus 2 future) years; and

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.

6.3 **LEVEL 3** shall be responsible for forecasting two-way trunk groups. **SBC-13STATE** shall be responsible for forecasting and servicing the one way trunk groups terminating to **LEVEL 3** and **LEVEL 3** shall be responsible for forecasting and servicing the one way trunk groups terminating to **SBC-13STATE**, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

6.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.

6.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7. TRUNK DESIGN BLOCKING CRITERIA: SBC-13STATE

7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent

average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

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

*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

8. TRUNK SERVICING: SBC-13STATE

8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). **LEVEL 3** will have administrative control for the purpose of issuing ASR's on two-way trunk groups. In **SBC CONNECTICUT** where one-way trunks will be provisioned**, SBC CONNECTICUT** will issue ASRs for trunk groups for traffic that originates in **SBC-13STATE** and terminates to **LEVEL 3**. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other party.

8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service

8.3.1 In A Blocking Situation (Over-utilization)

8.3.1.1 In a blocking situation **LEVEL 3** is responsible for issuing an ASR on all two-way trunk groups and one-way **LEVEL 3** originating trunk groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, **SBC-13STATE** will issue a TSGR. **LEVEL 3** will issue an ASR within three (3) days after receipt and review of the TGSR, **LEVEL 3** will note "Service Affecting" On the ASR.

8.3.1.2 In a blocking situation **SBC-13STATE** is responsible for issuing an ASR on one-way **SBC-13STATE** originating trunk groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, **LEVEL 3** will issue a TSGR. **SBC-13STATE** will issue an ASR within three (3) days after receipt and review of the TGSR. **SBC-13 STATE** will note "Service Affecting" on the ASR.

8.3.1.3 If an Alternate Final trunk group is at 75 % utilization, a TGSR is sent to **LEVEL 3** for the final and all subtending High Usage's that are contributing any amount of overflow to the Final route. If a Direct Final Direct End Office trunk group is at 75% utilization, a TGSR is sent to **LEVEL 3** with a recommendation to augment that trunk group.

8.3.2 Underutilization

8.3.2.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

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

8.3.2.1.2 If a Direct Final Direct EO trunk group in a serving area where there is no Local Tandem is under sixty-five percent (65%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive month period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less

than thirty-five percent (35%) excess capacity. In all cases grade of service objectives shall be maintained.

8.3.2.1.3 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within ten (10) business days after receipt of the TGSR.

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

8.3.2.1.5 If **SBC-13STATE** does not receive an ASR, or if **LEVEL 3** does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **SBC-13STATE** will attempt to contact **LEVEL 3** to schedule a joint planning discussion. If **LEVEL 3** will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, **SBC-13STATE** will issue an ASR to resize the Interconnection trunks and facilities.

8.4 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.

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

8.5 Projects require the coordination and execution of multiple orders or related activities between and among **SBC-13STATE** and **LEVEL 3** work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re homes, facility grooming, or network rearrangements.

8.6 Due dates for the installation of Local Interconnection and Meet Point Trunk Groups covered by this Appendix shall be based on each of **SBC-13STATE**'s intrastate Switched Access intervals. If **LEVEL 3** is unable to or not ready to perform Acceptance Tests, or is unable to accept the trunks by the due date, **LEVEL 3** will provide a requested revised service due date that is no more than thirty (30) calendar

days beyond the original service due date for which **SBC-13STATE** has issued a Firm Order Confirmation ("FOC"). If **LEVEL 3** requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by **LEVEL 3.** Should **LEVEL 3** fail to cancel such an ASR, **SBC-13STATE** shall treat that ASR as though it had been canceled.

8.7 Trunk servicing responsibilities for Operator Services trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of **LEVEL 3**.

8.8 TRUNK SERVICING – **SBC SOUTHWEST REGION 5-STATE** Exceptions

8.8.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project, as stated in Section 8.6. Incoming orders will be screened by **SBC SOUTHWEST REGION 5-STATE** trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimally delay order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

8.9 Projects-Tandem Rehomes/Switch Conversion/Major Network Projects

8.9.1 **SBC-13STATE** will advise **LEVEL 3** of all projects significantly affecting **LEVEL 3** trunking. Such projects may include Tandem Rehomes, Switch Conversions and other Major Network Changes. An Accessible Letter with project details will be issued at least six (6) months prior to the project due dates. **SBC-13 STATE** will follow with a Trunk Group Service Request (TGSR) approximately four (4) to six (6) months before the due date of the project. A separate TGSR will be issued for each **LEVEL 3** trunk group and will specify the required **LEVEL 3** ASR issue date. Failure to submit ASR(s) by the required date may result in **SBC-13STATE** ceasing to deliver traffic until the ASR(s) are received and processed.

9. TRUNK DATA EXCHANGE: SBC-13STATE

9.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but

at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis). These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

9.3 A trunk group utilization report (TIKI) is available at no charge upon request. The report is provided in a MS-Excel format.

10. NETWORK MANAGEMENT: SBC-13STATE

10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. **LEVEL 3** and **SBC-13STATE** will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

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

10.3 Mass Calling

10.3.1 **LEVEL 3** and **SBC-13STATE** shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. OUT OF EXCHANGE TRAFFIC

11.1 Interconnection services are available in accordance with section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-SBC incumbent exchange and consistent with the Appendix Out of Exchange Traffic attached to this Agreement.

12. SWITCHED ACCESS TRAFFIC.

12.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in **SBC-13STATE**'s local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

(i) IntraLATA toll Traffic or Optional EAS Traffic from a **LEVEL 3** end user that obtains local dial tone from **LEVEL 3** where **LEVEL 3** is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,

(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;

(iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves it rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).

12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 12.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 12.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

APPENDIX
INTERCARRIER COMPENSATION

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APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic between the applicable SBC Communications Inc (SBC) owned Incumbent Local Exchange Carrier and **LEVEL 3**.

1.2 The provisions of this Appendix apply to telecommunications traffic originated from a facilities based carrier and/or a carrier providing telecommunications services utilizing Unbundled Network Elements.

1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service pursuant to 251(c)(4) of the Act.

1.4 Reserved for future use.

1.5 Any inconsistencies between the provisions of this Appendix and other provisions of the Agreement shall be governed by the provisions of this Appendix.

2. RESERVED FOR FUTURE USE.

3. CLASSIFICATION OF TRAFFIC

3.1 For purposes of compensation under this Agreement, the telecommunications traffic exchanged between **LEVEL 3** and **SBC-13STATE** will be classified as either Section 251(b)(5) Traffic, FX Traffic , ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic"), IntraLATA Toll Traffic, or InterLATA Toll Traffic, Meet Point Billing or FGA Traffic.

3.2 Section 251(b)(5) Traffic shall mean telecommunications traffic in which the original End Use of one Party and the terminating End User of the other Party are:

a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

3.3 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between **LEVEL 3** and **SBC-13STATE** in which the originating End User of one Party and the ISP served by the other Party are:

a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

In states in which **SBC-13STATE** has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 6.6 of this Appendix.

3.4 Reserved for future use.

3.5 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.

3.6 For Section 251(b)(5) Traffic, ISP-Bound Traffic, and Optional EAS Traffic, and Intra LATA toll, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs.

In **SBC CONNECTICUT**, calls originated over UNEs are not subject to intercarrier compensation since the rates for unbundled local switching reflect and include the costs of call termination.

In **SBC CONNECTICUT**, when **LEVEL 3** utilizes **SBC CONNECTICUT**'s Lawful Unbundled Local Switching to provide service to its end users, all Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic originated by **LEVEL 3**'s end users are not subject to intercarrier compensation as addressed in Section 5.7.4 below.

3.7 The Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).

4. RESPONSIBILITIES OF THE PARTIES

4.1 Each Party to this Agreement will be responsible for sending the Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") for calls originating on its network and passed to the network of the other Party, and neither Party shall strip, alter, modify, add, delete, change, or incorrectly assign any such CPN for any Telecommunications Traffic. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party.

4.2 To the extent that either party identifies improper, incorrect, or fraudulent use of local exchange services (including but not limited to PRI, ISDN and/or smart trunks or to the extent either party is able to identify stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

4.3 Reserved for future use.

4.4 If one Party is passing CPN but the other Party is not properly receiving such information, the Parties will work cooperatively to correct the problem.

4.5 Where either **LEVEL 3** or **SBC-13STATE** delivers traffic to the other Party for termination to the other Party's customer, each Party will provide CPN with such traffic or use commercially reasonable efforts to deliver the equivalent information to the other party on at least Ninety Percent (90%), of all calls exchanged between the Parties in direct proportion to the MOUs of calls exchanged with CPN. If the percentage of calls passed with CPN is less than Ninety Percent (90%), then all calls passed without CPN will be billed according to the receiving Party's applicable, valid and effective FCC Interstate Access Tariff or Rate Sheet as permitted and filed according to, inter alia, Part 64 of the FCC's Rules.

4.6 Reserved for future use

5. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(B)(5) TRAFFIC

5.1 Until and unless **SBC-13STATE** chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic in a particular state on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in Sections 5.2 through 5.6 will also apply to all Section 251(b)(5) Traffic in Section 3.2 of this Appendix and ISP-Bound Traffic as defined in Section 3.3 of this Appendix in that particular state. At such time as **SBC-13STATE** chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic in a particular state on and after a designated date pursuant to the terms and conditions of the FCC's interim terminating compensation plan, the compensation set forth below in Sections 5.2 through 5.6 will apply only to Section 251(b)(5) Traffic in that state on the later of (i) the Effective Date of this Agreement

and (ii) the effective date of the offer in a particular state. The Parties acknowledge that **SBC INDIANA**, **SBC OHIO**, **SBC TEXAS**, **SBC WISCONSIN**, **SBC ARKANSAS**, **SBC MICHIGAN**, **SBC CALIFORNIA** and **SBC ILLINOIS** each have made such offer in its respective state of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003, (ii) Arkansas and Michigan effective on and after July 6, 2003, California effective on and after August 1, 2003, and (iv) Illinois effective on and after September 1, 2003;(v Kansas, Missouri, Oklahoma, and Nevada on and after June 1, 2004; therefore, the compensation set forth in Sections 5.2 through 5.6 below will apply only to Section 251(b)(5) Traffic in Indiana, Ohio, Texas, Wisconsin, Arkansas, Michigan, California, Illinois, Kansas, Missouri, Oklahoma, Nevada and such other states in which **SBC-13STATE** makes an offer on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. At such time as the FCC issues a successor order to the current interim termination compensation plan, the parties agree to compensate each other according to such Order immediately upon the effective date of the FCC order.

5.2 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Section 251(b)(5) Traffic and ISP-Bound Traffic (if applicable in accordance with Section 5.0), on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing;

5.3 Tandem Serving Rate Elements

5.3.1 Tandem Switching - compensation for the use of tandem switching only.

5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

5.4 End Office Serving Rate Elements

5.4.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

5.5 **LEVEL 3** shall only be paid End Office Serving Rate Elements.

5.6 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.

5.7 Intercarrier Compensation for ULS Traffic

5.7.1 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between **SBC MIDWEST REGION 5-STATE** end users and **LEVEL 3**'s end users where **LEVEL 3** utilizes **SBC MIDWEST REGION 5-STATE**'s ULS (including UST) of, such traffic shall be paid for reciprocally at the ULS Reciprocal Compensation rate contained in Appendix Pricing. For the states of Wisconsin, Michigan and Illinois, **LEVEL 3** shall pay **SBC WISCONSIN, SBC MICHIGAN** and **SBC ILLINOIS** the FCC Plan rate specified in Section 6.2.2 for the transport and termination of Section 251(b)(5) Traffic and ISP-Bound Traffic.] the ULS Reciprocal Compensation rate is the same as the End Office Switching rate found in the Reciprocal Compensation section of Appendix Pricing.

5.7.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between **SBC CALIFORNIA, SBC NEVADA** and **SBC SOUTHWEST REGION 5-STATE** end users and **LEVEL 3**'s end users where **LEVEL 3** utilizes ULS (including UST) of **SBC CALIFORNIA, SBC NEVADA** or **SBC SOUTHWEST REGION 5-STATE,** such traffic shall be paid for reciprocally at the FCC Plan rate specified in Section 6.2.2 for the transport and termination of Section 251(b)(5) Traffic and ISP-Bound Traffic.

5.7.3 For the purposes of compensation where **LEVEL 3** utilizes **SBC-12STATE**'s Lawful ULS (including UST), **LEVEL 3** has the sole obligation to enter into a compensation agreement with third party carriers that **LEVEL 3** originates traffic to and terminates traffic from, including traffic carried by Shared Transport Facilities and traffic carried on the IntraLATA Transmission Capabilities. In no event will **SBC-12STATE** have any liability to **LEVEL 3** or any third party if **LEVEL 3** fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom **LEVEL 3** does not have a traffic compensation agreement, **LEVEL 3** will indemnify, defend and hold harmless **SBC-12STATE** against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and **LEVEL 3** will bill their respective charges directly to each other. **SBC-12STATE** will not be required to function as a billing intermediary, e.g., clearinghouse. **SBC-12STATE** may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

5.7.4 In **SBC CONNECTICUT**, when **LEVEL 3** utilizes **SBC CONNECTICUT**'s Lawful Unbundled Local Switching to provide service to its end users, **SBC CONNECTICUT** will be solely responsible for compensating the terminating third party carrier for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from **LEVEL 3**'s end users. **LEVEL 3** utilizing Lawful Unbundled Local Switching cannot seek intercarrier compensation from **SBC CONNECTICUT** for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from either an **SBC CONNECTICUT** end user or a third party carrier's end user.

6. RATES, TERMS AND CONDITIONS OF FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN

6.1 The Parties hereby agree that the following rates, terms and conditions set forth in Sections 6.2 through 6.6 shall apply to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s). **SBC-13STATE** has made an offer as described in Section 5 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state.

6.2 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) traffic

6.2.1 The rates, terms, conditions in Sections 6.2 through 6.6 apply only to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic as defined in Section 3.2 and Section 3.3 above

6.2.2 The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic and traffic on a minute of use basis, at $.0007 per minute of use.

6.2.3 Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

6.3 Reserved for future use

6.4 Reserved for future use

6.5 Reserved for future use

6.6 ISP-Bound Traffic Rebuttable Presumption

6.6.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties

exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 6.3. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the presumptive rates (the rates set forth in Section 5 for traffic below a 3:1 ratio, the rates set forth in Section 6.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

6.7 For purposes of this Section 6, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 15.0 below. The Party that transport and terminates more "Billable Traffic" ("Out-of-Balance Carrier") will, on a monthly basis, calculate the amount of such traffic to be compensated at the FCC's interim ISP terminating compensation rate set forth in Section 6.2.2 above. The Out-of-Balance Carrier will invoice on a monthly basis the other Party in accordance with the provisions in this Agreement and the FCC's interim ISP terminating compensation plan.

7. OTHER TELECOMMUNICATIONS TRAFFIC

7.1 The compensation arrangements set forth in Sections 5 and 6 of this Appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, (iii) Exchange Services for access or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

7.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. "FX Telephone Numbers" (also known as "NPA-NXX" codes) shall be those telephone numbers with different rating and routing points relative to a given mandatory local calling area. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional

recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation), or if jointly provisioned FGA service, subject to the terms and conditions of Appendix FGA. FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a bill and keep arrangement. Neither Party will assign a telephone number to an End User where such telephone number is assigned to an exchange in a different LATA than the End User is physically located. To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement.

7.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

7.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 3.3) could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 5 and 6 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

FX Traffic
Optional EAS Traffic
IntraLATA Interexchange Traffic
InterLATA Interexchange Traffic
800, 888, 877, ("8YY") Traffic
Feature Group A Traffic
Feature Group D Traffic

7.5 The Parties agree that, for the purposes of this Appendix, either Parties' End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 5 and 6 above do not apply. The Agreement's rates, terms and conditions for, FX Traffic, Optional EAS Traffic, 8YY Traffic, Feature Group A Traffic, Feature Group D Traffic, Intra LATA Traffic and/or InterLATA Traffic, whichever is applicable, shall apply.

8. OPTIONAL CALLING AREA TRAFFIC – SBC ARKANSAS, SBC KANSAS AND SBC TEXAS

8.1 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the one-way or two-way optional exchanges(s) and the associated metropolitan area.

8.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. **LEVEL 3** and **SBC ARKANSAS**, **SBC KANSAS** and **SBC TEXAS** are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.

8.3 When **LEVEL 3** uses unbundled local switching to provide services associated with a telephone number with a NXX which has an expanded 2-way area calling scope (EAS) in a **SBC ARKANSAS**, **SBC KANSAS** or **SBC TEXAS** end office, **LEVEL 3** will pay the charge contained in Appendix Pricing UNE - Schedule of Prices labeled "EAS Additive per MOU". The additives to be paid by **LEVEL 3** to **SBC ARKANSAS**, **SBC KANSAS** or **SBC TEXAS** are $0.024 per MOU for toll-free calls made by a **SBC ARKANSAS**, **SBC KANSAS** or **SBC TEXAS** customer from a metro exchange to an exchange contiguous to a metro exchange and $0.0355 per MOU for toll free calls made by a **SBC ARKANSAS**, **SBC KANSAS** or **SBC TEXAS** customer to **LEVEL 3**'s optional 2-way EAS customer for contiguous exchanges other than those contiguous to a metro exchange within the scope of the 2-way calling area. These additives will apply in addition to cost-based transport and termination rates for Optional EAS service set forth in the rates spreadsheet. These additives are reciprocal in nature, and **LEVEL 3** is entitled to receive compensation from **SBC ARKANSAS**, **SBC KANSAS** or **SBC TEXAS** if **LEVEL 3** agrees to waive charges for its customers who call **SBC ARKANSAS**, **SBC KANSAS** or **SBC TEXAS** optional two-way EAS customers**.**

8.4 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

9. MCA TRAFFIC -- SBC MISSOURI

9.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.

9.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306,without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA

service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.

9.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call.

9.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (45) days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

9.3 If **LEVEL 3** provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by **SBC SOUTHWEST REGION 5-STATE**.

10. PRIMARY TOLL CARRIER ARRANGEMENTS

10.1 A Primary Toll Carrier (PTC) is a company that is designated by the state Commission to transport IntraLATA Toll Traffic. The PTC receives end user intraLATA toll traffic revenues and pays and bills originating and terminating access charges. In those **SBC-13STATE**'s where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where **SBC-13STATE** is the PTC, **SBC-13STATE** shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, **SBC-13STATE** shall reimburse the terminating carrier at **SBC-13STATE**'s applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

11. INTRALATA 800 TRAFFIC

11.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. The Parties agree to provide this data to each other on a monthly basis at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

11.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

12. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION

12.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.

12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.

12.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function

12.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

12.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

12.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

12.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.

12.8 **SBC-13STATE** and **LEVEL 3** agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.

12.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13. RESERVED FOR FUTURE USE.

14. INTRALATA TOLL TRAFFIC COMPENSATION

14.1 For traffic that is correctly rated as intrastate intraLATA toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff but such compensation shall not exceed the compensation contained in an **SBC-13STATE**'s tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff**,** but such compensation shall not exceed the compensation contained in the **SBC-13STATE**'s tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

15. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(B)(5), OPTIONAL EAS, ISP-BOUND AND INTRALATA TOLL TRAFFIC

15.1 In **SBC-13STATE** each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard recordings made within the terminating carrier's network for 251(b)(5) Traffic**,** Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.

15.1.1 Where a terminating **LEVEL 3** is not technically capable of billing the originating carrier through the use of terminating records, **SBC-13STATE** will provide the appropriate originating Category of records.

15.1.2 The decision by **LEVEL 3** to utilize terminating recordings does not in any way relieve the obligation of **LEVEL 3** to exchange records with other LECs.

15.2 In states in which **SBC-13STATE** has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 6.6 of this Appendix.

15.3 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

15.4 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

16. SWITCHED ACCESS TRAFFIC

16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in **SBC-13STATE**'s local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

(i) IntraLATA toll Traffic or Optional EAS Traffic from a LEVEL 3 end user that obtains local dial tone from LEVEL 3 where LEVEL 3 is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,

(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;

(iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves it rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).

16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 16.1.1(iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 16.1.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

17. RESERVED FOR FUTURE USE.

18. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

18.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic* (the "ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). The Parties agree that by executing this Appendix and carrying out the intercarrier compensation terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order or any other regulatory, legislative or judicial action, including, but not limited to, the right to elect

to invoke (to the extent the ILEC has not already elected to offer to exchange traffic pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan as of the Effective Date of this Agreement) on a date specified by **SBC-13STATE** the FCC's interim ISP terminating compensation plan, after which date ISP-Bound traffic exchanged between the Parties will be subject to Sections 6.0 through 6.6 above.

18.2 To the extent **SBC-13STATE** has not already provided notice of its offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the terms and conditions of the FCC's interim terminating compensation plan in a particular state as of the Effective Date of this Agreement, **SBC-13STATE** agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the Interconnection Agreement of the date upon which the **SBC-13STATE** designates that the FCC's ISP terminating compensation plan shall begin in such state. Notwithstanding anything contrary in this Agreement, **LEVEL 3** agrees that on the date designated by **SBC-13STATE** in a particular state, the Parties will begin paying and billing Intercarrier Compensation for ISP-Bound Traffic to each other at the rates, terms and conditions specified in Sections 6.0 through 6.6 above.

18.3 **SBC-13STATE** and **LEVEL 3** agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by **SBC-13STATE** in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

18.4 Should a regulatory agency, court or legislature change or nullify the **SBC-13STATE**'s designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among **SBC-13STATE**, **LEVEL 3** and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

18.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on

its own motion) could rule that past traffic should be paid at different rates, terms or conditions.

18.6 Because of the possibilities in Section 18.5, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among **SBC-13STATE**, **LEVEL 3**, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

APPENDIX 911

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APPENDIX 911

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

1.0 INTRODUCTION

1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **LEVEL 3**.

1.2 The prices at which **SBC-13STATE** agrees to provide **LEVEL 3** with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2.0 RESERVED FOR FUTURE USE

3.0 SBC-13STATE RESPONSIBILITIES

3.1 **SBC-13STATE** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **SBC-13STATE** is the 911 Service Provider. **SBC-13STATE** shall provide 911 Service to **LEVEL 3** as described this section in a particular Rate Center in which **LEVEL 3** is authorized to provide local telephone exchange service and **SBC-13STATE** is the 911 Service Provider. This shall include the following:

3.2 Call Routing

3.2.1 **SBC-13STATE** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 **SBC-13STATE** will forward the calling party number (ANI) it receives from LEVEL 3 and the associated Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by **LEVEL 3**, **SBC-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. For an ANI failure SBC will route call to the "default" ESN associated with the 911trunk group. If ANI is forwarded by **LEVEL 3**, but no ALI record is found in the E911 DBMS, **SBC-13STATE** will report this "No Record Found" condition to **LEVEL 3** in accordance with NENA standards.

3.3 Facilities and Trunking

3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated E911 trunks from **SBC-13STATE**'s SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

3.3.2 **SBC-13STATE** will provide facilities to interconnect **LEVEL 3**, as specified in the local state tariff. Additionally, when diverse facilities as defined in GT&C are requested by **LEVEL 3**, **SBC-13STATE** will provide such diversity where technically feasible, at standard local state tariff rates.

3.3.3 Upon written request by **LEVEL 3**, **SBC-13STATE** shall, in a timely fashion of at least no more than fifteen (15) calendar days after Level 3's request, provide **LEVEL 3** with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

3.3.4 **SBC-13STATE** and **LEVEL 3** will cooperate to promptly test all trunks and facilities between **LEVEL 3**'s network and the **SBC-13STATE** SR(s).

3.4 DATABASE

3.4.1 Where **SBC-13STATE** manages the E911 database, **SBC-13STATE** shall store **LEVEL 3**'s End User 911 Records [that is, the name, address, and associated telephone number(s) for each of **LEVEL 3**'s End Users served by **LEVEL 3**'s exchange(s)] in the electronic data processing database for the E911 DBMS. **LEVEL 3** or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 **SBC-13STATE** shall coordinate access to the **SBC-13STATE** E911 DBMS for the initial loading and updating of **LEVEL 3**'s End User 911 Records.

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

3.4.4 **SBC-13STATE** will update **LEVEL 3**'s End User 911 Records in the E911 DBMS. **SBC-13STATE** will then provide **LEVEL 3** an error and status report. This report will be provided in a timely fashion of at least no more than 72 hours after **LEVEL 3** submits their End User 911 Records for entry into the DBMS and in accordance with the methods and procedures described in the documentation to be provided to Level 3 via the SBC on-line handbook.

3.4.5 **SBC-13STATE** shall provide **LEVEL 3** with a file containing the Master Street Address Guide (MSAG) for the **LEVEL 3**'s respective exchanges or communities. The MSAG will be provided on a monthly basis but only for those areas where **LEVEL 3** is authorized to do business as a local exchange service provider and **SBC-13STATE** is the 911 service provider. **SBC CONNECTICUT, SBC MIDWEST REGION 5-STATE**, and **SBC SOUTHWEST REGION 5-STATE** will provide the MSAG on a monthly basis. **SBC-2STATE** will provide the MSAG at **LEVEL 3**'s request, but no more frequently than quarterly.

3.4.6 Where **SBC-13STATE** manages the DBMS, **SBC-13STATE** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4.0 LEVEL 3 RESPONSIBILITIES

4.1 Call Routing

4.1.1 **LEVEL 3** will transport 911 calls from each point of interconnection (POI) to the **SBC-13STATE** SR office of the E911 system, where **SBC-13STATE** is the 911 Service Provider.

4.1.2 **LEVEL 3** will forward the ANI information of the party calling 911 to the **SBC-13STATE** 911 Selective Router.

4.2 Facilities and Trunking

4.2.1 Consistent with Applicable Law and with the Parties executed 911 Waivers, **LEVEL 3** will provide interconnection with each **SBC-13STATE** 911 Selective Router that serves the exchange areas in which **LEVEL 3** provides telephone exchange services.

4.2.2 **LEVEL 3** acknowledges that its End Users in a single local calling scope may be served by different SRs and **LEVEL 3** shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 **LEVEL 3** shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each **SBC-13STATE** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.4 In **SBC MIDWEST REGION 5-STATE** only, **LEVEL 3** is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPS do not have the technical capability to receive a 10 digit ANI, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

4.2.5 **LEVEL 3** shall maintain facility capacity sufficient to route traffic over trunks between the **LEVEL 3** switch and the **SBC-13STATE** SR.

4.2.6 **LEVEL 3** shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated **SBC-13STATE** 911 SR. **LEVEL 3** is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity. SBC shall provide where technically feasible, facility route diversity in accordance with SBC's standard operating procedures specific to each 911 selective router.

4.2.7 **LEVEL 3** is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the **SBC-13STATE** 911 SR.

4.2.8 **LEVEL 3** shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

4.2.9 **LEVEL 3** shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If **LEVEL 3**'s traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, **LEVEL 3** shall request additional circuits from **SBC-13STATE**.

4.2.10 **LEVEL 3** will cooperate with **SBC-13STATE** to promptly test all 911 trunks and facilities between **LEVEL 3**'s network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning of 911 service. **SBC-13STATE** and **LEVEL 3** agree to use commercially reasonable efforts to complete 911 testing of trunks within a commercially reasonable period of time. **LEVEL 3** agrees that it will not pass live 911 traffic until successful testing, consistent with industry standards and practices, is completed by both parties.

4.2.11 **LEVEL 3** is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to the Demarcation Point between the Parties' networks. **SBC-13STATE** will be responsible for the coordination and restoration of all 911 network maintenance problems on its side of the Parties' network Demarcation Point(s). **LEVEL 3** is responsible for advising **SBC-13STATE** of the circuit identification to the extent that **SBC-13STATE** has correctly and accurately provided such circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to **LEVEL 3** if no defect is found in **SBC-13STATE**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 DATABASE

4.3.1 Once E911 trunking has been established and tested between **LEVEL 3**'s End Office and all appropriate SR, **LEVEL 3** or its representatives shall be responsible for providing **LEVEL 3**'s End User 911 Records to **SBC-13STATE** for inclusion in **SBC-13STATE**'s DBMS on a timely basis. **SBC-13STATE** and **LEVEL 3** shall arrange for the automated input and periodic updating of **LEVEL 3**'s End User 911 Records.

4.3.2 **LEVEL 3** or its agent shall provide initial and ongoing updates of **LEVEL 3**'s End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

4.3.3 **LEVEL 3** shall adopt use of a Company ID on all **LEVEL 3** End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.4 **LEVEL 3** is responsible for providing **SBC-13STATE** updates to the ALI database; in addition, to the extent that **LEVEL 3** inputs its own data directly into the **SBC-13STATE** 911 DBMS, **LEVEL 3** will be responsible for correcting any errors that may occur during the entry of their data to the **SBC-13STATE** 911 DBMS.

4.3.5 **SBC-13STATE** and **LEVEL 3** agree to work cooperatively to minimize the possibility of errors. In the unexpected event that **LEVEL 3** causes errors

which require **SBC-13STATE** additional work for ALI updates, **LEVEL 3** agrees to reimburse SBC for SBC's demonstrable reasonable additional costs.

4.3.6 **LEVEL 3** shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

4.4.1 **LEVEL 3** Each Party is solely responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the that party provides Telephone Exchange Service.

5.0 RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from **LEVEL 3**'s POI to the designated **SBC-13STATE** 911 Selective Router(s).

6.0 METHODS AND PRACTICES

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

6.2 **SBC-13STATE** will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to **SBC-13STATE**'s Selective Routing. **SBC-13STATE** will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7.0 CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **SBC-13STATE** and **LEVEL 3**.

7.3 INTENTIONALLY OMITTED

7.4 INTENTIONALLY OMITTED

7.5 **LEVEL 3** will submit the required state-specific forms to **SBC-13STATE** or to the appropriate state agency where applicable.

8.0 BASIS OF COMPENSATION

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

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

9.0 LIABILITY

9.1 **SBC-13STATE**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **SBC-13STATE** shall not be liable to **LEVEL 3**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **SBC-13STATE** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **LEVEL 3** until service is restored.

9.2 **LEVEL 3**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event **LEVEL 3** provides E911 Service to **SBC-13STATE**, **LEVEL 3** shall not be liable to **SBC-13STATE**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **LEVEL 3** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **SBC-13STATE** until service is restored.

9.3 **LEVEL 3** agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss arising out of **SBC-13STATE**'s provision of E911 Service hereunder or out of **LEVEL 3**'s End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by **LEVEL 3**, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

9.4 **LEVEL 3** also agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with

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

10.0 MUTUALITY

10.1 **LEVEL 3** agrees that to the extent it offers the type of services covered by this Appendix to any company, that should **SBC-13STATE** request such services, **LEVEL 3** will provide such services to **SBC-13STATE** under terms and conditions comparable to the terms and conditions contained in this Appendix.

APPENDIX DAL

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APPENDIX DAL
(LOCAL DIRECTORY ASSISTANCE LISTINGS)

1.0 INTRODUCTION

1.1 This Appendix sets forth terms and conditions pursuant to which the applicable SBC Communications Inc. owned Incumbent Local Exchange Carrier (ILEC) agrees to license its subscriber listing information to **LEVEL 3** Communications, LLC (**LEVEL 3**).

1.2 The prices at which **SBC-13STATE** agrees to provide **LEVEL 3** with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

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

2.1.1 **SBC-13STATE** owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.

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

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

2.1.4 **LEVEL 3**, or its agent, wishes to provide DA service to **LEVEL 3**'s End Users located in the **LEVEL 3**'s service area, and therefore, wishes to load its database with directory assistance listings contained in **SBC-13STATE**'s DA database.

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

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

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

2.1.5.3 **SBC-13STATE** shall provide directory assistance listing information to **LEVEL 3** via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, SBC13-STATE will provide to **LEVEL 3** the initial load of directory assistance listing information in a mutually agreed upon timeframe.

2.2 Use of Directory Assistance Listing Information

2.2.1 **LEVEL 3** may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.

2.2.2 Upon termination of the Agreement, **LEVEL 3** shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by **SBC-13STATE**, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.

2.2.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in **LEVEL 3**'s database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, **LEVEL 3** may verify the listing by matching the caller-provided address with the address in **LEVEL 3**'s dates. **LEVEL 3** may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. **LEVEL 3** can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

3.1 The directory assistance listings provided by SBC shall remain the property of **SBC-13STATE**. **LEVEL 3**, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures **LEVEL 3** uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

4. BREACH OF CONTRACT

4.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's breach is remedied.

Further should **LEVEL 3** breach this agreement, it shall immediately cease use of **SBC-13STATE**'s directory assistance listing information.

5. LIABILITY

5.1 Other than the representations made in this Appendix, **SBC-13STATE** makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to **LEVEL 3**. **LEVEL 3** agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. **SBC-13STATE** makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.

5.2 **LEVEL 3** hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

5.3 **LEVEL 3** shall indemnify, protect, save harmless and defend **SBC-13STATE** (or **SBC-13STATE**'s officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to **SBC-13STATE** Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. **LEVEL 3** shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against **LEVEL 3** and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, **SBC-13STATE** will assume and undertake its own defense, and assist in the defense of **LEVEL 3**.

6. TERM OF APPENDIX

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

APPENDIX COORDINATED HOT CUT (CHC)

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APPENDIX COORDINATED HOT CUT (CHC)

1.0 INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) to Level 3 Communications, LLC (**LEVEL 3**).

2.0 CHC SERVICE DESCRIPTION

2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits **LEVEL 3** to request a designated installation or conversion of service occurring at a specific time of day as specified by **LEVEL 3** during, or after, normal business hours.

2.2 **LEVEL 3** will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables **LEVEL 3** to schedule and coordinate particular provisioning requirements with the **SBC-13STATE**.

2.3 **SBC-13STATE** may limit the number of service orders that can be coordinated based on workload and resources available. SBC shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis. **SBC-13STATE** acknowledges that the rapid and efficient processing of CHC service orders is critical to **LEVEL 3**'s ability to provide facilities-based services, and accordingly, **SBC-13STATE** shall work cooperatively with **LEVEL 3** to process as quickly as practicable any such service orders that **SBC-13STATE** has limited.

2.4 **SBC-13STATE** reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods with notice to **LEVEL 3**. Heavy workload includes any unanticipated volume of work that impacts the **SBC-13STATE**'s ability to provide its baseline service. Where time permits, **SBC-13STATE** will make every effort to notify **LEVEL 3** when such unanticipated activities occur. Any suspension of CHC Service will not disrupt or otherwise affect the provisioning of service orders accepted by **SBC-13STATE**.

3.0 CHC PRICING

3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.

3.2 When **LEVEL 3** orders CHC service, **SBC-13STATE** shall charge and **LEVEL 3** agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:

3.2.1 **SBC MIDWEST REGION 5-STATE** - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)[1]

3.2.2 **SBC NEVADA** – PUCN, Section C13A, 13.2.6(c)

3.2.3 **SBC CALIFORNIA** – Access Tariff 175-T, Section 13.2.6(c)

[1] **SBC-13STATE** will not charge the additional labor rate in a particular state in the **SBC MIDWEST 5-STATE** region until the effective non-recurring dockets: IL - 98-0396, IN - Cause 40611-S1, MI - U-11831, OH - 96-922-TP-UNC, and WI - 6720-TI-120, are superceded by that state's commission order approving new non-recurring UNE rates.

3.2.4 **SBC SOUTHWEST REGION 5-STATE –** Appendix Pricing, Schedule of Prices, "Time and Materials Charges"

3.2.5 **SBC CONNECTICUT –** Connecticut Access Service Tariff, Section 18.1(3)

3.3 In the event that **SBC-13STATE** fails to meet a CHC Service commitment for reasons within the control of **SBC-13STATE**, SBC will not charge **LEVEL 3** a CHC Service charge. However, in the event SBC misses a CHC Service commitment due to **LEVEL 3**, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if **LEVEL 3** requests any change to an order with CHC Service including, but not limited to, **SBC-13STATE**'s inability to gain access to **LEVEL 3**'s end user's premises, or **LEVEL 3** end user is not ready to proceed with the order, the CHC charge will apply and **SBC-13STATE** is no longer obligated to ensure a CHC is on that order.

APPENDIX NUMBER PORTABILITY

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APPENDIX NP
(NUMBER PORTABILITY)

1.0 INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Number Portability mutually provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **LEVEL 3**.

2.0 PERMANENT NUMBER PORTABILITY (PNP)

2.1 General Terms and Conditions

2.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in CC Docket No. 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was executed). As such, the Parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

2.1.2 Other than as specifically set out elsewhere in this agreement, **SBC CONNECTICUT** as of the date of this agreement does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

2.2 The Parties shall:

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

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

2.3 Obligations of **SBC-12STATE**

2.3.1 **SBC CALIFORNIA/SBC NEVADA/SBC-SBC MIDWEST REGION 5-STATE/SBC SOUTHWEST REGION 5-STATE** has deployed LRN in all of their switches.

2.3.2 **SBC-13STATE** will open unrestricted non portable codes within the time frame represented in the BFR (bona fide request) Exhibit 1 attached hereto.. A sample BFR is provided in Exhibit 1.

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

2.4 Obligations of **LEVEL 3**

2.4.1 **LEVEL 3** is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

2.4.2 After the initial deployment of PNP in a mandated MSA, **LEVEL 3** shall submit a BFR (see EXHIBIT 1) to request that a **SBC SOUTHWEST REGION 5-STATE** switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.

2.4.3 When **LEVEL 3** requests that an NXX in an LRN capable **SBC-12STATE** switch become portable, **LEVEL 3** shall follow the industry standard LERG procedure.

2.4.4 **LEVEL 3** shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

2.4.5 **LEVEL 3** shall adhere to **SBC-12STATE**'s Local Service Request (LSR) format and PNP due date intervals.

2.5 Obligations of Both Parties

2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.

2.5.2 Each Party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

2.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

2.5.5 For any switch from which the Parties have not already successfully ported numbers, each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.

2.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

2.5.7 Each Party shall become responsible for the End User's other lawfully required telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

2.5.8 Each Party shall adhere to the lawfully required reserved number terms and conditions pursuant to Appendix Numbering.

2.6 Limitations of Service

2.6.1 Telephone numbers can be ported only within **SBC CALIFORNIA/SBC NEVADA/SBC SOUTHWEST REGION 5-STATE** toll rate centers / **SBC MIDWEST REGION 5-STATE** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

2.6.2 Telephone numbers in the following **SBC-12STATE** NXXs shall not be ported: (i) **SBC-12STATE** Official Communications Services (OCS) NXXs; and (ii) 555, 976, 950.

2.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

2.7 Service Descriptions

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

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

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

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

2.7.5 **LEVEL 3** shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.8 Pricing

2.8.1 Except as set forth in Section 4, the Parties agree not to charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Recovery of carrier-specific costs directly related to providing long-term number portability shall be determined by the Parties' tariffs filed with the FCC in accordance with applicable FCC rules and orders, provided that the conditions set forth in 47 CFR § 52.33 are met.

3.0 MASS CALLING CODES

3.1 General Terms and Conditions

3.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by **SBC-12STATE** in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

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

3.2 Service Provided

3.2.1 **SBC-12STATE** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the **SBC-12STATE** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the **SBC-12STATE** mass calling tandem and/or **SBC MIDWEST REGION 5-STATE** mass calling hub. The mass calling tandem will then route the calls over

dedicated MF trunks to the **SBC-12STATE** choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

3.2.2 When **LEVEL 3** requests that a **SBC-12STATE** number with a mass calling NXX code be ported to its network, **SBC-12STATE** will build translations at the CSO to route the incoming calls to **LEVEL 3** provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to **LEVEL 3**'s central office.

3.3 Obligations of **SBC-12STATE**

3.3.1 **SBC-12STATE** will port its numbers with mass calling NXXs upon request by **LEVEL 3**. Non-LRN porting will be done via pseudo code or route index translation in the **SBC-12STATE** CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.

3.3.2 **SBC-12STATE** will not charge **LEVEL 3** for the use of its choke network by **LEVEL 3**'s mass calling customer. In exchange, **SBC-12STATE** shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

3.4 Obligations of **LEVEL 3**

3.4.1 **LEVEL 3** shall agree to adhere to **SBC-12STATE** LSR format and mass calling due date intervals.

3.4.2 **LEVEL 3** shall provide the facility and DID trunk group from the **SBC-12STATE** CSO to **LEVEL 3**'s serving office. **LEVEL 3** shall size this one-way MF trunk group.

3.4.3 **LEVEL 3** shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

3.5 **LEVEL 3** Mass Calling Codes

3.5.1 Should **LEVEL 3** assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), **LEVEL 3** shall home its CSO(s) on a **SBC-12STATE** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **SBC-12STATE**'s tandem and/or **SBC MIDWEST REGION 5-STATE** mass calling hub to **LEVEL 3**. In order to allow the Parties time to order and install such mass calling trunks, **LEVEL 3** shall provide **SBC-12STATE** notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group see Appendix ITR.

3.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where **SBC-12STATE** and **LEVEL 3** both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

4.0 SPNP QUERY SERVICE

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

4.2 If **LEVEL 3** chooses not to fulfill its N-1 carrier responsibility, **SBC-12STATE** will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, **SBC-12STATE** will charge and **LEVEL 3** agrees to pay the default queries charges set forth in:

4.2.1 **SBC MIDWEST REGION 5-STATE** - Section 6 of the FCC No. 2 Access Services Tariff

4.2.2 **SBC NEVADA** - Section 19 of the FCC No. 1 Access Services Tariff

4.2.3 **SBC CALIFORNIA** – Section 13 of the FCC No. 1 Access Services Tariff

4.2.4 **SBC SOUTHWEST REGION 5-STATE** – Section 34 of the FCC No. 73 Access Services Tariff.

4.3 **SBC-12STATE** provides **LEVEL 3** the optional use of the **SBC-12STATE** LNP database via the SPNP Query Service-Database. When **LEVEL 3** orders SPNP Query Service-Database, **SBC-12STATE** shall charge and **LEVEL 3** agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 4.2 above. **LEVEL 3**'s Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **SBC-12STATE**'s LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

4.4 When purchasing the SPNP Query Service - Database, **LEVEL 3** will access **SBC-12STATE** s facilities via an SS7 link to the **SBC-12STATE** STP.

4.5 When purchasing the SLNP Query Service - Database, **LEVEL 3** will advise **SBC-12STATE** of the entry point(s) of queries to the **SBC-12STATE** network and provide a query forecast for each entry point.

5.0 Reserved for future use.

EXHIBIT 1

PERMANENT NUMBER PORTABILITY (PNP)
BONA FIDE REQUEST (BFR) PROCESS

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

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

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), **LEVEL 3** can request that PNP be deployed in additional MSAs beginning January 1, 1999. **SBC-13STATE** is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

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

equipped remote switches within 30 days
hardware capable switches within 60 days
capable switches requiring hardware within 180 days
non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from **LEVEL 3** to its **SBC-13STATE** Account Manager which shall specify the following:

The MSA in which requested switch(es) are located.

The switch(es), by CLLI code, that are to become PNP capable.

The date when PNP capability is requested with the FCC established time frames being the least amount of time.

The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which **LEVEL 3** interconnects.

An initial response from the **SBC-13STATE** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to **LEVEL 3** within ten (10) business days of receipt of the BFR.

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

DATE: _____ (date of request)

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

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

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

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

DATES: Requested date switch(es) should be LNP capable**:** _____ (mm/dd/yy)
Requested code opening date[4]**:** _____ (mm/dd/yy)

Notes: See following page.

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

Notes: [1] List each switch targeted for LNP by its specific CLLI code.
[2] Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.
[3] Circle or highlight **Y** if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight **N** if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

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

[4] As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

DATE: _____ (date of response)

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

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

_____

Switch request(s) accepted:

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

_____

Switch request(s) denied/reason for denial:

_____(CLLI 1): _____
_____

_____(CLLI 2): _____
_____

_____(CLLI 3): _____
_____

Authorized company representative signature/title: _____

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APPENDIX NUMBERING

1.0 INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which **SBC-13STATE** will coordinate with respect to NXX assignments.

1.2 RESERVED FOR FUTURE USE.

2.0 GENERAL TERMS AND CONDITIONS

2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

2.2 At a minimum, in those Metropolitan Exchange Areas where **LEVEL 3** is properly certified by the appropriate regulatory body, **LEVEL 3** shall obtain a separate NXX code for each **SBC-13STATE** rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability).

2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. For **SBC-13STATE** territory, neither Party shall be prohibited from designating different rating and routing points for the delivery of telephone calls for purposes of providing customers a local presence within a foreign exchange. In such cases, calls shall be rated in reference to the rate center of the assigned NXX prefix of the calling and called parties' numbers. For applicable reciprocal compensation charges associated with the termination of FX traffic refer to Appendix Reciprocal Compensation.

2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

2.5 Each Party is responsible to input required data into the Business Integrated Routing/Rating Database (BIRRDS) or other appropriate system(s) necessary to update the LERG™ unless negotiated otherwise.

2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 NXX Migration

2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

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

3.0 RESERVED FOR FUTURE USE

APPENDIX SS7

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1.0 INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which **LEVEL 3** and **SBC-13STATE** will interconnect their respective Common Channel Signaling/Signaling System 7 (CCS/557) signaling networks.

2.0 SERVICE DESCRIPTION

2.1 Either party may choose to provide its own SS7 signaling for its facility-based services, or to the extent available, it may purchase SS7 signaling from the other party under the terms and conditions of that party's tariff offering. Alternatively, either party may choose to obtain SS7 signaling from a third-party provider.

2.1.1 In the event that **LEVEL 3** chooses to act as its own SS7 service provider, the parties will effectuate a Bill and Keep arrangement and shall share the cost of the SS7 quad links in each LATA between their STPs; provided, however, that said Bill and Keep arrangement and use of SS7 quad links apply only to **LEVEL 3** CLEC calls and not to calls that are subject to traditional access compensation as found between a long distance carrier and a local exchange carrier, including **LEVEL 3** acting as a long distance carrier.

3.0 ADDITIONAL SS7 SERVICES

3.1 Any request for SS7 service beyond offerings contained within the parties' tariffs must be negotiated between the Parties.

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APPENDIX RECORDING
(Recording, Message Processing And Provision Of Interexchange Carrier Transported Message Detail Appendix)

1.0 INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which **SBC-13STATE** will provide recording, message processing and message detail services to a Facility-Based Provider as described in **Exhibit I** and **Exhibit II,** Exhibits I and II are part of this Appendix by reference. The terms and conditions under this Appendix will also apply when the Facility-Based Provider is the Recording Company.

2.0 RESERVED FOR FUTURE USE

3.0 RESPONSIBILITIES OF THE PARTIES

3.1 **SBC-13STATE** will record all IXC transported messages for **LEVEL 3** carried over all Feature Group Switched Access Services that are available to **SBC-13STATE** provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by **SBC-13STATE** provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by **SBC-13STATE.**

3.2 **SBC-13STATE** will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by **SBC-13STATE**.

3.3 **SBC-13STATE** will provide access usage records that are generated by **SBC-13STATE**.

3.4 Assembly and editing will be performed on all IXC transported messages recorded by **SBC-13STATE**, during the billing period established by **SBC-13STATE** and selected by **LEVEL 3**.

3.5 Standard EMI record formats for the provision of billable message detail and access usage record detail will be established by **SBC-13STATE** and provided to **LEVEL 3**.

3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

3.7 **SBC-13STATE** will provide message detail to **LEVEL 3** in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both parties.

3.8 In **Exhibit II**, **LEVEL 3** will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided, except for **SBC-2STATE**. For **SBC-2STATE**, **LEVEL 3** will identify the location and number of times each month the information should be provided via Appendix Data Exchange's Technical Requirements Form document. **SBC-13STATE** reserves the right to limit the frequency of transmission to existing **SBC-13STATE** processing and work schedules, holidays, etc.

3.9 **SBC-13STATE** will determine the number data files required to provide the access usage record detail to **LEVEL 3**.

3.10 Recorded billable message detail and/or access usage record detail previously provided to **LEVEL 3** or **LEVEL 3**'s billing agent and lost or destroyed through no fault of **SBC-13STATE** will not be recovered and made available to **LEVEL 3** except on an individual case basis at a reasonable cost**.**

3.11 When **SBC-13STATE** receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by **LEVEL 3**, **SBC-13STATE** will forward those messages to **LEVEL 3** or **LEVEL 3**'s billing agent.

3.12 **SBC-13STATE** will record the applicable detail necessary to generate access usage records and forward them to **LEVEL 3** or **LEVEL 3**'s billing agent for its use in billing access to the IXC

3.13 When **LEVEL 3** is the Recording Company, **LEVEL 3** will provide its recorded billable messages detail and access usage record detail data to **SBC-13STATE** under the terms and conditions of this Appendix**.**

4.0 BASIS OF COMPENSATION

4.1 **SBC-13STATE** as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by **LEVEL 3** in accordance with this Appendix on a reciprocal, no-charge basis. **LEVEL 3**, as the Recording Company, agrees to provide any and all Access Usage Records (AURs) required by **SBC-13STATE** on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted and according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5.0 LIABILITY

5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.

5.2 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the Recording company provides the message detail for access usage record to the non-Recording Company. If the non-Recording Company fails to provide written notification post-marked, faxed or dated by commercial courier within sixty (60) calendar days from the date the Recording company provides the message detail for access usage record to the non-Recording Company, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company for the compensation arising from the message detail for access usage records**.**

5.3 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message

processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

5.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data. Notwithstanding the foregoing, the Parties agree to use best efforts to ensure the timely and accurate delivery or exchange of billing data between each Party.

5.5 Each Party agrees to defend, indemnify, and hold harmless the other Party from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the other Party, its customers or end users.

5.6 Each Party ("Indemnifying Party") also agrees to release, defend, indemnify and hold harmless the other Party ("Indemnified Party") from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the Indemnifying Party's employees and equipment associated with provision of this service to the extent such claim does not arise from the willful misconduct or gross negligence of the Indemnified Party**.** This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.

5.7 Each Party also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this Agreement should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.

5.8 Each Party makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, each Party assumes no responsibility with regard to the correctness of the data supplied when this data is accessed and used by a third party.

EXHIBIT I

SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #1: This option has been withdrawn.

Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the **LEVEL 3** end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to **LEVEL 3**.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #4: **LEVEL 3** Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for **LEVEL 3**. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to **LEVEL 3**.

Option #5: **LEVEL 3** Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for **LEVEL 3**. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to **LEVEL 3**.

Option #6: This option has been withdrawn.

Option #7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for **LEVEL 3** end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to **LEVEL 3**.

Option #9: This option has been withdrawn.

Option #10: Recording Company performs SCP function for **LEVEL 3**. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to **LEVEL 3**.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option #11: Recording Company provides tandem function for **LEVEL 3**. **LEVEL 3** requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to **LEVEL 3**.

Option #12: Recording Company provides tandem function for **LEVEL 3**. **LEVEL 3** requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to **LEVEL 3**.

Option #13: Recording Company provides tandem function for **LEVEL 3**. **LEVEL 3** requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to **LEVEL 3**.

Option #14: Recording Company provides tandem function for **LEVEL 3**. **LEVEL 3** requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to **LEVEL 3**.

Option #15: Recording Company provides tandem function for **LEVEL 3**. **LEVEL 3** requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to **LEVEL 3**.

EXHIBIT II

INVOICE DESIGNATION

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)

___ Bill period (Please choose a maximum of five dates for **SBC SOUTHWEST REGION 5-STATE**. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

AUR INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)

___ Bill period (Please choose a maximum of five dates for **SBC SOUTHWEST REGION 5-STATE**. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 The Performance Measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that **LEVEL 3** is entitled to any particular manner of access, nor is it evidence **SBC-11STATE** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Agreement.

2. SOLE REMEDY

2.1 These liquidated damages shall be the sole and exclusive remedy of **LEVEL 3** for **SBC-11STATE**'s failure to meet specified performance measures and shall be in lieu of any other damages **LEVEL 3** might otherwise seek through any claim or suit brought under any contract or tariff to the extent such failure also constitutes a breach.

3. DEFINITIONS

3.1 When used in this Appendix, the following terms will have the meanings indicated:

3.1.1 Performance Criteria

3.1.1.1 The target level of **SBC-11STATE** performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that **SBC-11STATE** achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for **SBC-11STATE** and **LEVEL 3** are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.

3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by **LEVEL 3** with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.

3.1.2 Performance Measures

3.1.2.1 The set of measures listed in the region-specific Attachments is attached hereto and incorporated by reference into to this Appendix. There is a separate Attachment for each Region, to best document unique processes. The purposes of the rules are consistent across the regions.

3.1.2.2 The set of measures listed in all of Section 13 of this Appendix.

3.1.3 Non-compliance

3.1.3.1 The failure by **SBC-11STATE** to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 13.

4. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

4.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which **LEVEL 3** might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of **LEVEL 3** having available to its End User opportunities similar to those opportunities available to **SBC-11STATE** at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages **LEVEL 3** would sustain if a Specified Performance Breach occurs, **SBC-11STATE** agrees to pay **LEVEL 3** Liquidated Damages, subject to Section 5.1 below.

5. LIQUIDATED DAMAGES AS FORM OF REMEDY

5.l The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages **LEVEL 3** would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of **SBC-11STATE** to meet a specified performance commitment in this Appendix and any specific time commitments for the same activity contained in any other Attachments or Appendices.

6. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

6.1 Liquidated damages apply to the available, non-diagnostic measurements of the FCC Merger Conditions designated in Section 13 below, when **SBC-11STATE** delivers non-compliant performance as defined in Section 3.1.3. In no event shall **SBC-11STATE** be required to pay liquidated damages for any performance which was at parity or in compliance with the applicable benchmark at the time that the performance occurred.

6.2 The Table of Critical Values (Section 8) gives the maximum number, F, of measurements of those required to be reported to **LEVEL 3** that may fail the Performance Criteria in any month. Liquidated damages apply to Non-compliant measures that are in excess of the applicable value of F.

6.3 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. $500 is paid for each ordinary failure in excess of F. $2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be (10-8)*$500 + $2,500 = $3,500. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

7. LIQUIDATED DAMAGES; METHOD OF CALCULATION

7.1 **SBC-11STATE** and **LEVEL 3** agree to use the following as statistical tests for evaluating the compliance of **LEVEL 3** results with the Performance Criterion. These tests are applicable if the number of data points for **SBC-11STATE** and **LEVEL 3** is greater than or equal to 30 for a given measurement.

7.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that **LEVEL 3**'s results are significantly worse than

either the comparable result for **SBC-11STATE** or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

$z = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = M_{ILEC} - M_{CLEC}$
M_{ILEC} = ILEC Average
M_{CLEC} = CLEC Average
$\delta_{DIFF} = SQRT\ [\delta^2_{ILEC}\ (1/ n_{CLEC} + 1/ n_{ILEC})]$
δ^2_{ILEC} = Calculated variance for ILEC.
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Percentages or Proportions:

$z = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = P_{ILEC} - P_{CLEC}$
P_{ILEC} = ILEC Proportion
P_{CLEC} = CLEC Proportion
$\delta_{DIFF} = SQRT\ [\delta^2_{ILEC}\ (1/ n_{CLEC} + 1/ n_{ILEC})]$
$\delta^2_{ILEC} = P_{ILEC}\ (1 - P_{ILEC})$.
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

In the event that $P_{ILEC} = 0$ (and low values are associated with good service), the above test cannot be used. In such cases, Fisher's Exact Test is used to calculate the probability, P_{FE}, of the data given the hypothesis of parity.:

$$P_{FE} = 1 - \sum_{x=0}^{H_{CLEC}-1} \frac{\binom{n_{CLEC}}{x}\binom{n_{ILEC}}{H_{CLEC}+H_{ILEC}-x}}{\binom{n_{CLEC}+n_{ILEC}}{H_{CLEC}+H_{ILEC}}}$$

Where;
$H_{CLEC} = P_{CLEC} n_{CLEC}$
$H_{ILEC} = P_{ILEC} n_{ILEC.}$
If $P_{ILEC} = 1$ (and high values are associated with good service), the same formula is used with the following interpretation:

$H_{CLEC} = n_{CLEC} - P_{CLEC} n_{CLEC}$
$H_{ILEC} = n_{ILEC} - P_{ILEC} n_{ILEC.}$

Of course if it is also true that $H_{CLEC} = 0$, then $P_{FE} = 1$ because the results are at parity.

For parity measures that are expressed as Rates or Ratios: a binomial test is used to calculate the probability of the data given the hypothesis of parity:

$$P_{Rate} = 1 - \sum_{x=0}^{H_{CLEC}-1} \binom{N}{x} p^x (1-p)^{N-x}$$

Where;
H_{CLEC} = numerator for the CLEC
H_{ILEC} = numerator for the ILEC
$N = H_{CLEC} + H_{ILEC}$
D_{CLEC} = denominator for CLEC
D_{ILEC} = denominator for ILEC
$p = D_{CLEC} / (D_{CLEC} + D_{ILEC})$

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$).

For measures with benchmarks that are expressed as Averages or Means:

$t = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = M_{CLEC} - BM$
M_{CLEC} = CLEC Average
BM = Benchmark
$\delta_{DIFF} = SQRT\ [\delta^2_{CLEC}\ (1/ n_{CLEC})]$
δ^2_{CLEC} = Calculated variance for CLEC.
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the t statistic is obtained from Student's distribution with $n_{CLEC} - 1$ degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

$$\sum_{x=0}^{K} \binom{N}{x} B^x (1-B)^{N-x}$$

Where

K = PN

P = CLEC proportion

N = number of observations or samples used in CLEC measurement

B = benchmark expressed as a proportion

When low proportions designate good service, the probability of the CLEC result is given by

$$1 - \sum_{x=0}^{K-1} \binom{N}{x} B^x (1-B)^{N-x}$$

with the same definition of symbols as is given above.

7.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which Liquidated Damages are applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3 To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures Statistical tests that yield probabilities less than this value indicate failures for the sub-measure.

8. TABLE OF CRITICAL VALUES

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	**71**	8	0.051	**141**	14	0.054	**211**	19	0.054	**281**	23	0.051	**351**	28	0.052
2	1	0.100	**72**	8	0.050	**142**	14	0.054	**212**	19	0.053	**282**	23	0.051	**352**	28	0.052
3	1	0.059	**73**	9	0.059	**143**	14	0.054	**213**	19	0.053	**283**	23	0.051	**353**	28	0.052
4	2	0.141	**74**	9	0.058	**144**	14	0.053	**214**	19	0.053	**284**	23	0.050	**354**	28	0.051
5	2	0.106	**75**	9	0.057	**145**	14	0.053	**215**	19	0.053	**285**	23	0.050	**355**	28	0.051
6	2	0.085	**76**	9	0.056	**146**	14	0.052	**216**	19	0.052	**286**	23	0.050	**356**	28	0.051
7	2	0.071	**77**	9	0.055	**147**	14	0.052	**217**	19	0.052	**287**	24	0.053	**357**	28	0.051
8	2	0.061	**78**	9	0.055	**148**	14	0.052	**218**	19	0.052	**288**	24	0.052	**358**	28	0.051
9	2	0.053	**79**	9	0.054	**149**	14	0.051	**219**	19	0.052	**289**	24	0.052	**359**	28	0.051
10	3	0.093	**80**	9	0.053	**150**	14	0.051	**220**	19	0.051	**290**	24	0.052	**360**	28	0.051
11	3	0.084	**81**	9	0.053	**151**	14	0.051	**221**	19	0.051	**291**	24	0.052	**361**	28	0.050
12	3	0.076	**82**	9	0.052	**152**	14	0.050	**222**	19	0.051	**292**	24	0.052	**362**	28	0.050
13	3	0.069	**83**	9	0.051	**153**	15	0.055	**223**	19	0.051	**293**	24	0.052	**363**	28	0.050
14	3	0.064	**84**	9	0.051	**154**	15	0.054	**224**	19	0.050	**294**	24	0.051	**364**	28	0.050
15	3	0.059	**85**	9	0.050	**155**	15	0.054	**225**	19	0.050	**295**	24	0.051	**365**	29	0.052
16	3	0.055	**86**	10	0.057	**156**	15	0.054	**226**	20	0.053	**296**	24	0.051	**366**	29	0.052
17	3	0.052	**87**	10	0.057	**157**	15	0.053	**227**	20	0.053	**297**	24	0.051	**367**	29	0.052
18	4	0.077	**88**	10	0.056	**158**	15	0.053	**228**	20	0.053	**298**	24	0.051	**368**	29	0.052
19	4	0.073	**89**	10	0.055	**159**	15	0.053	**229**	20	0.053	**299**	24	0.050	**369**	29	0.052
20	4	0.069	**90**	10	0.055	**160**	15	0.052	**230**	20	0.052	**300**	24	0.050	**370**	29	0.051
21	4	0.065	**91**	10	0.054	**161**	15	0.052	**231**	20	0.052	**301**	24	0.050	**371**	29	0.051
22	4	0.062	**92**	10	0.053	**162**	15	0.052	**232**	20	0.052	**302**	25	0.053	**372**	29	0.051
23	4	0.059	**93**	10	0.053	**163**	15	0.051	**233**	20	0.052	**303**	25	0.052	**373**	29	0.051
24	4	0.057	**94**	10	0.052	**164**	15	0.051	**234**	20	0.051	**304**	25	0.052	**374**	29	0.051
25	4	0.054	**95**	10	0.052	**165**	15	0.051	**235**	20	0.051	**305**	25	0.052	**375**	29	0.051
26	4	0.052	**96**	10	0.051	**166**	15	0.050	**236**	20	0.051	**306**	25	0.052	**376**	29	0.051
27	5	0.070	**97**	10	0.051	**167**	15	0.050	**237**	20	0.051	**307**	25	0.052	**377**	29	0.050
28	5	0.068	**98**	10	0.050	**168**	16	0.054	**238**	20	0.051	**308**	25	0.052	**378**	29	0.050
29	5	0.065	**99**	11	0.056	**169**	16	0.054	**239**	20	0.050	**309**	25	0.051	**379**	29	0.050
30	5	0.063	**100**	11	0.056	**170**	16	0.053	**240**	20	0.050	**310**	25	0.051	**380**	29	0.050
31	5	0.061	**101**	11	0.055	**171**	16	0.053	**241**	21	0.053	**311**	25	0.051	**381**	30	0.052
32	5	0.059	**102**	11	0.055	**172**	16	0.053	**242**	21	0.053	**312**	25	0.051	**382**	30	0.052
33	5	0.057	**103**	11	0.054	**173**	16	0.053	**243**	21	0.053	**313**	25	0.051	**383**	30	0.052
34	5	0.055	**104**	11	0.054	**174**	16	0.052	**244**	21	0.052	**314**	25	0.051	**384**	30	0.052
35	5	0.054	**105**	11	0.053	**175**	16	0.052	**245**	21	0.052	**315**	25	0.050	**385**	30	0.051
36	5	0.052	**106**	11	0.053	**176**	16	0.052	**246**	21	0.052	**316**	25	0.050	**386**	30	0.051
37	5	0.051	**107**	11	0.052	**177**	16	0.051	**247**	21	0.052	**317**	25	0.050	**387**	30	0.051

38	6	0.065	**108**	11	0.052	**178**	16	0.051	**248**	21	0.052	**318**	26	0.052	**388**	30	0.051
39	6	0.063	**109**	11	0.051	**179**	16	0.051	**249**	21	0.051	**319**	26	0.052	**389**	30	0.051
40	6	0.061	**110**	11	0.051	**180**	16	0.050	**250**	21	0.051	**320**	26	0.052	**390**	30	0.051
41	6	0.060	**111**	11	0.050	**181**	16	0.050	**251**	21	0.051	**321**	26	0.052	**391**	30	0.051
42	6	0.058	**112**	12	0.056	**182**	17	0.054	**252**	21	0.051	**322**	26	0.052	**392**	30	0.051
43	6	0.057	**113**	12	0.055	**183**	17	0.054	**253**	21	0.051	**323**	26	0.052	**393**	30	0.050
44	6	0.055	**114**	12	0.055	**184**	17	0.053	**254**	21	0.050	**324**	26	0.051	**394**	30	0.050
45	6	0.054	**115**	12	0.054	**185**	17	0.053	**255**	21	0.050	**325**	26	0.051	**395**	30	0.050
46	6	0.053	**116**	12	0.054	**186**	17	0.053	**256**	22	0.053	**326**	26	0.051	**396**	31	0.052
47	6	0.052	**117**	12	0.054	**187**	17	0.052	**257**	22	0.053	**327**	26	0.051	**397**	31	0.052
48	6	0.051	**118**	12	0.053	**188**	17	0.052	**258**	22	0.053	**328**	26	0.051	**398**	31	0.052
49	7	0.062	**119**	12	0.053	**189**	17	0.052	**259**	22	0.052	**329**	26	0.051	**399**	31	0.052
50	7	0.061	**120**	12	0.052	**190**	17	0.052	**260**	22	0.052	**330**	26	0.050	**400**	31	0.052
51	7	0.059	**121**	12	0.052	**191**	17	0.051	**261**	22	0.052	**331**	26	0.050	**401**	31	0.051
52	7	0.058	**122**	12	0.051	**192**	17	0.051	**262**	22	0.052	**332**	26	0.050	**402**	31	0.051
53	7	0.057	**123**	12	0.051	**193**	17	0.051	**263**	22	0.052	**333**	27	0.052	**403**	31	0.051
54	7	0.056	**124**	12	0.050	**194**	17	0.051	**264**	22	0.051	**334**	27	0.052	**404**	31	0.051
55	7	0.055	**125**	13	0.056	**195**	17	0.050	**265**	22	0.051	**335**	27	0.052	**405**	31	0.051
56	7	0.054	**126**	13	0.055	**196**	17	0.050	**266**	22	0.051	**336**	27	0.052	**406**	31	0.051
57	7	0.053	**127**	13	0.055	**197**	18	0.054	**267**	22	0.051	**337**	27	0.052	**407**	31	0.051
58	7	0.052	**128**	13	0.054	**198**	18	0.053	**268**	22	0.051	**338**	27	0.052	**408**	31	0.050
59	7	0.051	**129**	13	0.054	**199**	18	0.053	**269**	22	0.050	**339**	27	0.051	**409**	31	0.050
60	7	0.050	**130**	13	0.053	**200**	18	0.053	**270**	22	0.050	**340**	27	0.051	**410**	31	0.050
61	8	0.060	**131**	13	0.053	**201**	18	0.052	**271**	23	0.053	**341**	27	0.051	**411**	31	0.050
62	8	0.059	**132**	13	0.053	**202**	18	0.052	**272**	23	0.053	**342**	27	0.051	**412**	32	0.052
63	8	0.058	**133**	13	0.052	**203**	18	0.052	**273**	23	0.052	**343**	27	0.051	**413**	32	0.052
64	8	0.057	**134**	13	0.052	**204**	18	0.052	**274**	23	0.052	**344**	27	0.051	**414**	32	0.052
65	8	0.056	**135**	13	0.051	**205**	18	0.051	**275**	23	0.052	**345**	27	0.051	**415**	32	0.052
66	8	0.055	**136**	13	0.051	**206**	18	0.051	**276**	23	0.052	**346**	27	0.050	**416**	32	0.051
67	8	0.054	**137**	13	0.051	**207**	18	0.051	**277**	23	0.052	**347**	27	0.050	**417**	32	0.051
68	8	0.053	**138**	13	0.050	**208**	18	0.051	**278**	23	0.052	**348**	27	0.050	**418**	32	0.051
69	8	0.053	**139**	14	0.055	**209**	18	0.050	**279**	23	0.051	**349**	28	0.052	**419**	32	0.051
70	8	0.052	**140**	14	0.055	**210**	18	0.050	**280**	23	0.051	**350**	28	0.052	**420**	32	0.051

9. LIMITATIONS

9.1 **SBC-11STATE** will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except as provided in Sections 9.2 and 9.3 and 10.6. Any dispute regarding whether a **SBC-11STATE** performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the Parties agree, through commercial arbitration with the American Arbitration Association.

9.2 **SBC-11STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a Performance Measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-11STATE**'s control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by **LEVEL 3** to the extent that it is a direct cause of the noncompliance with a specific performance measure and contrary to its obligations under this Agreement with **SBC-11STATE** or law; (iii) environmental events beyond **SBC-11STATE**'s control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided **SBC-11STATE** through the exercise of reasonable diligence, regardless of whether or not such third-party systems or

equipment were sold to, leased, licensed or otherwise being provided to **SBC-11STATE** and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on **LEVEL 3**'s behalf for connection to **SBC-11STATE**'s OSS, including Service Bureau Provider processes, services, systems or connectivity.

9.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of **SBC-11STATE**'s compliance with the Performance Criteria, or (ii) only suspends **SBC-11STATE**'s ability to timely perform the activity, the applicable time frame in which **SBC-11STATE**'s compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

10. RECORDS AND REPORTS

10.1 **SBC-11STATE** will not levy a separate charge for provision of the data to **LEVEL 3** called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information. Notwithstanding the foregoing, proposed disclosure of such proprietary information to a governmental authority shall be subject to Section 20.4 of the General Terms and Conditions.

10.2 Reports are to be made available to **LEVEL 3** by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.

10.3 **LEVEL 3** will have access to monthly reports through an interactive Website.

10.4 **SBC-11STATE** will provide billing credits for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.

10.5 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple **LEVEL 3** affiliates shall not be combined for any purpose under this Appendix.

10.6 **SBC-11STATE** will not pay liquidated damages in excess of the monthly maximum amounts listed in the table below. These thresholds are based on the aggregate damages to all CLECs in the designated state.

State	Monthly Maximum
Arkansas	$.072M
Connecticut	$.168M
Illinois	$.51M
Indiana	$.165M
Kansas	$.101M
Michigan	$.392M
Missouri	$.189M
Ohio	$.296M
Oklahoma	$.120M
Texas	$.713M
Wisconsin	$.158M

11. AUDITS

11.1 **LEVEL 3** and **SBC-11STATE** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that **LEVEL 3** requests such consultation and the issues raised by **LEVEL 3** have not been resolved within 30 days after **LEVEL 3**'s request for consultation, then **SBC-11STATE** will allow **LEVEL 3** to commence a mini-audit, at **LEVEL 3**'s expense, upon providing **SBC-11STATE** 5 days advance written notice (including e-mail).

11.2 **LEVEL 3** is limited to auditing three (3) single measures/submeasures during the year (hereafter, "Mini-Audits"). No more than three (3) Mini-Audits will be conducted simultaneously for **LEVEL 3**, unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.

11.3 **LEVEL 3** will bear the expense of the Mini-Audits, unless **SBC-11STATE** is found to be "materially" misreporting or misrepresenting data or to have non-compliant procedures, in which case, **SBC-11STATE** will pay for the costs of the third party auditor. "Materially" at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each Party to the Mini-Audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

Pre-Ordering/Ordering
Provisioning
Maintenance
Interconnection
Coordinated Conversions
Collocation
Billing

12. INITIAL IMPLEMENTATION

12.1 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a **LEVEL 3** first purchases an existing service or unbundled network element(s) associated with a particular performance measurement or purchases a new service with associated measures or purchases an existing service to which a new measure or submeasure has been added. During this three-month, period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

13. PERFORMANCE MEASUREMENTS

13.1 **SBC-11STATE** will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and it's associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall also be incorporated into this Agreement by reference. As provided in Section 6.1 herein, liquidated damages apply to available, non-diagnostic measurements of the FCC Merger Conditions, when **SBC-11STATE** delivers non-compliant performance as defined in Section 3.1.3. **SBC-11STATE** will also report results for any measurements that have been ordered by the state commission that approved this Agreement, although liquidated damages shall not apply to such measurements. **SBC-11STATE**

performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

APPENDIX
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 Unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the FTA 96 when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by **LEVEL 3**.

1.2 This Appendix contains the sole and exclusive terms and conditions pursuant to which **LEVEL 3** will obtain virtual collocation from **SBC-13STATE** pursuant to 47 U.S.C. § 251(c)(6). For the term of this Agreement, **SBC-13STATE** will process any **LEVEL 3** order for any 251(c)(6) virtual collocation as being submitted under this Appendix. In addition, **SBC-13STATE** will, sta5rting on the Effective Date of this Agreement, bill any existing section 251(c)(6) virtual collocation arrangements that were provided under tariff prior to the Effective Date at the prices that apply under this Agreement. **SBC-13STATE** will not impose any charge(s) for performing such conversion(s), and the conversions will affect only pricing.

1.3 Upon request from **LEVEL 3**, **SBC-13STATE** will provide one of the following maintenance alternatives 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 17 of this Appendix.

1.3.2 In CEVs, huts and cabinets where physical collocation space is not available, **LEVEL 3** may opt for virtual collocation wherein **LEVEL 3** maintains and repairs the virtually collocated equipment as described in Section 13 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 13.4, this maintenance alternative is contingent on the provision of a security escort paid for by **LEVEL 3**. In the event the FCC determines that **SBC-13STATE** may not require a security escort paid for by **LEVEL 3**, then this virtual collocation maintenance alternative as described in this Section and in Section 13 is null and void and all virtual collocation will be maintained as described in Section 1 above.

1.4 Reserved for future use.

1.5 Rates for the individual UNEs **LEVEL 3** wants to gain access to using virtual collocation can be found in **LEVEL 3**'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 12.4 (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 12.5 (Rate Elements for **SBC-13STATE** CEVs, Huts and Cabinets).

1.7 Reserved for future use.

1.8 Reserved for future use.

1.9 Virtual Collocation is available at **SBC-13STATE** wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in **SBC-13STATE** CEVs, Huts and Cabinets. Upon request, **SBC-13STATE** will provide a listing of locations of **SBC-13STATE**'s CEVs, Huts or Cabinets.

1.10 The rate elements provided in this Appendix are required when **LEVEL 3** uses virtual collocation equipment to access UNEs. Such access is provided through cross connects purchased from the Agreement. Unbundled network elements including associated cross connects are obtained from the Agreement between **LEVEL 3** and **SBC-13STATE**. Cross connects associated with UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:

1.10.1 **LEVEL 3** shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth in (B) below and the equipment conforming to industry safety standards as set forth in Section 1.10.8.

1.10.2 In accordance with Section 251(c)(6) of the FTA 96, 47 C.F.R. § 51.323 of the FCC's rules, and all applicable state and federal laws, **LEVEL 3** may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all applicable state and federal laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402 of the FCC's rules, and all applicable state and federal laws and regulations. **SBC-13STATE** will also permit **LEVEL 3** to place equipment ancillary to its equipment collocated pursuant to the foregoing, including cross-connections and other simple frames, routers, portable test equipment, and equipment racks and bays, on a non-discriminatory.

1.10.3 Reserved for future use.

1.10.4 Reserved for future use.

1.10.5 Reserved for future use.

1.10.6 Reserved for future use.

1.10.7 Reserved for future use.

1.10.8 All types of network equipment placed in **SBC-13STATE** network equipment areas of Premises by **SBC-13STATE** or **LEVEL 3** must meet **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) **LEVEL 3**'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) **LEVEL 3** 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. **LEVEL 3** 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.

1.10.9 In the event that **SBC-13STATE** denied Collocation of **LEVEL 3**'s equipment, citing Safety Standards, **SBC-13STATE** will provide within five (5) business days of **LEVEL 3**'s written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment placed since January 1, 1998 within the network areas of the Premises for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the then current Safety Standards when such equipment was placed in the Premises.

1.10.10 In the event that **LEVEL 3** submits an application requesting collocation of certain equipment and **SBC-13STATE** determines that such equipment is not necessary for interconnection or access to UNEs within the meaning of Section 6.1 above or determines that **LEVEL 3**'s equipment does not meet the minimum safety standards identified in Section 6.11 above or any other requirements of this Appendix, **LEVEL 3** must not collocate the equipment unless and until the dispute is resolved in its favor. In the event that **LEVEL 3** equipment is already collocated improperly, then (i) if the equipment does not meet minimum safety standards **LEVEL 3** will within ten days either bring the equipment into compliance with such safety standards or remove the equipment from the collocation space; and (ii) if the equipment does meet minimum safety standards, then **LEVEL 3** will within thirty days either bring the equipment into compliance with all material requirements of this appendix that the equipment must meet in order to be eligible for collocation or remove the equipment from the collocation space.

1.10.11 Regarding safety, **LEVEL 3** equipment or operating practices representing a significant demonstrable technical or physical threat to **SBC-13STATE**'s personnel, network or facilities, including the Premises, 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 Premises 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.

1.11 **LEVEL 3** may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment **LEVEL 3** purchases and **LEVEL 3** may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of **LEVEL 3** 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 **LEVEL 3** equipment is installed, then **SBC-13STATE**'s presence will be at its own expense. However, if **SBC-13STATE** demonstrates that the **LEVEL 3** contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, **LEVEL 3** is responsible for the quantifiable expense incurred by **SBC-13STATE**.

1.12 Federal Telecommunications Act of 1996

1.12.1 Reserved for future use.

1.12.2 The use of virtual collocation for (1) interconnection to **SBC-13STATE** or (2) access to **SBC-13STATE**'s unbundled network elements, in either case pursuant to 47 U.S.C. § 251(c), is available at **SBC-13STATE** wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in **SBC-13STATE** CEVs, Huts and Cabinets.

1.12.3 In addition, the following terms and conditions contained in the **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 14-Limitation of Liability, Section 13-Casualty Loss, Section 23.1 - Certification, Section 16 OSHA Statement, Section 29 -Cancellation Prior to Due Date, Section 7.3 Recurring/Non-Recurring Charges, Section 30 - Allowance for Interruptions, Section 8.7 -Threat to Personnel, Network, or Facilities, Section 8.8 - Interference or Impairment, Section 8.9 –Alterations.

2. RESERVED FOR FUTURE USE.

3. PROVISIONING

3.1 **LEVEL 3** will order Virtual collocation for Interconnection to **SBC-13STATE** or access to **SBC-13STATE**-provided UNEs as set forth in **SBC-13STATE**'s Interconnector's Collocation Services Handbook 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 **LEVEL 3**.

3.2 **SBC-13STATE** will provide Virtual Collocation for comparable equipment as it provides to itself or another Collocator in the central office, wire center, CEV, Hut or Cabinet, as the case may be.

4. LEVEL 3 RESPONSIBILITIES

4.1 **LEVEL 3** will provide, under this Section of this Appendix, at its expense, all equipment and associated materials required to facilitate interconnection and access to **SBC-13STATE**'s UNEs. **LEVEL 3** 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 **LEVEL 3**-owned and provided equipment,

4.1.5 All training as described in Section 12.4.16.

4.2 **LEVEL 3** 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 **LEVEL 3** for placement in/on **SBC-13STATE** property.

Suitable replacements are to be immediately provided to **SBC-13STATE** to restore equipment.

4.3 **LEVEL 3** 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.

5. COOPERATIVE RESPONSIBILITIES

5.1 **SBC-13STATE** will work cooperatively with **LEVEL 3** to develop implementation plans including timelines associated with:

5.1.1 Placement of **LEVEL 3**'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, **LEVEL 3** can provide forecasted information to **SBC-13STATE** on anticipated additional Virtual Collocation requirements,

5.1.6 To the extent known, **LEVEL 3** 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 **LEVEL 3** equipment.

6. INTERVALS AND PROVISIONING

6.1 Quote Intervals

6.1.1 Upon receipt of **LEVEL 3**'s application and initial Planning Fee payment, **SBC-13STATE** will begin development of the quotation. **SBC-13STATE** will notify **LEVEL 3** 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. **LEVEL 3** 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	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 **LEVEL 3** submit twenty-one (21) or more applications 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 **LEVEL 3** 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 **LEVEL 3** 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 **LEVEL 3** in writing with a cover letter. **LEVEL 3** 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 **LEVEL 3** fails to respond within the forty-five (45) calendar day interval, should **LEVEL 3** 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 **LEVEL 3**'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 **LEVEL 3** 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 **LEVEL 3** 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 Premises 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	90 calendar	With **SBC-13STATE**

Virtual	space Active Collocation space	days 90 calendar days	installation of bay/sracks/frames With **LEVEL 3** installation of bay/sracks/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 **LEVEL 3**'s acceptance of the quotation where power is available and **LEVEL 3** 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 **LEVEL 3**'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 **LEVEL 3**'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 State commission for determination.

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 **LEVEL 3**'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 **LEVEL 3** and engineered and installed by a mutually agreed upon vendor for **LEVEL 3**. **LEVEL 3** will have the authority to select installation vendors. All installations of equipment will be in accordance with the **LEVEL 3**-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 **LEVEL 3** 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 **LEVEL 3**.

6.3.5 **SBC-13STATE** will provide TIRKS and/or SWITCH print out of actual point of termination/connection facilities assignment (APOT/CFA) to **LEVEL 3** at collocation space turnover. This information is used to request access and line sharing services. **LEVEL 3** 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 **LEVEL 3** 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 **LEVEL 3** bays or equipment that impact the existing/proposed floor-space area provided to **LEVEL 3** 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 **LEVEL 3**'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, **LEVEL 3** 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 **LEVEL 3** to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

7.1 **LEVEL 3** 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 **LEVEL 3**'s equipment.

7.2 For the disconnection of circuits, **LEVEL 3**'s will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of **LEVEL 3**'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 **LEVEL 3**'s circuits.

8. REPAIR OF EQUIPMENT

8.1 Except in emergency situations, the **LEVEL 3**-owned fiber optic facilities and central office terminating equipment will be repaired only upon the request of **LEVEL 3**. In an emergency, **SBC-13STATE** may perform necessary repairs without prior notification. In such an event, **SBC-13STATE** will notify **LEVEL 3** as soon as practicable after completing such repairs or if **Level 3**'s assistance is required to complete repairs. The labor rates specified in Section 12.4.17.2.2 apply to **SBC-13STATE** central offices and **SBC-13STATE** CEVs, Huts and Cabinets and are applicable for all repairs performed by **SBC-13STATE** on **LEVEL 3**'s facilities and equipment.

8.2 When initiating repair requests on **LEVEL 3**-owned equipment, **LEVEL 3** must provide **SBC-13STATE** with the location and identification of the equipment and a detailed description of the trouble.

8.3 Upon notification by **LEVEL 3** and availability of spare parts as provided by **LEVEL 3**, **SBC-13STATE** will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

9.1 **LEVEL 3** will request any and all maintenance by **SBC-13STATE** on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, **LEVEL 3** 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 **LEVEL 3** and availability of spare parts as provided by **LEVEL 3**, **SBC-13STATE** will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

10.1 **LEVEL 3** has the ability to purchase its own remote monitoring and alarming equipment.

10.2 Since the maintenance of **LEVEL 3**'s equipment is at the direction and control of **LEVEL 3**, **SBC-13STATE** will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of **LEVEL 3**.

11. TERMINATION OF VIRTUAL COLLOCATION

11.1 Upon termination of the Virtual Collocation arrangement, **LEVEL 3** will work cooperatively with **SBC-13STATE** to remove **LEVEL 3**'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. **LEVEL 3** 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 **LEVEL 3** 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, **LEVEL 3** will indemnify and hold **SBC-13STATE** harmless for any damage done to virtually collocated equipment if **SBC-13STATE** permits **LEVEL 3** 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 **LEVEL 3**. Upon termination of the Virtual Collocation, **LEVEL 3** must remove the fiber entrance cable used for the Virtual Collocation as set forth herein. If the entrance cable is not scheduled for removal within seven business (7) days, **SBC-13STATE** may arrange for the removal, and **LEVEL 3** will be responsible for any charges incurred to remove the cable. **SBC-13STATE** and **LEVEL 3** will cooperatively manage the removal process. **LEVEL 3** is only responsible for physically removing entrance cables housed in conduits or inner-ducts and shall not do so unless and until **SBC-13STATE** instructs **LEVEL 3** 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.

12. RATE REGULATIONS

12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation.

12.2 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.

12.3 Rates and charges specific to Virtual Collocation are set forth on Attachment 2 (Rates and Charges for **SBC-13STATE** Central Offices). Rates and charges specific to Virtual Collocation for access to **SBC-13STATE**-provided UNEs in **SBC-13STATE** CEVs, Huts and Cabinets are set forth on the Collocation Rate Summary (Rates and Charges for **SBC-13STATE** CEVs, Huts and Cabinets).

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

Consistent with provisions in Section 1.6, the following provides a list of the specific rate elements for virtual collocation in **SBC-13STATE**'s Central Offices.

12.4.1 Planning Fee

12.4.1.1 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 **LEVEL 3**'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 **LEVEL 3**-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 **LEVEL 3**'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. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.2 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.

12.4.3 Relay Rack (Optional)

12.4.3.1 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 **LEVEL 3** 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 **LEVEL 3**, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

12.4.4 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 **LEVEL 3** or among Collocators, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

12.4.5 Real Estate

12.4.5.1 These rate elements provide for **SBC-13STATE** to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

12.4.5.2 Site Conditioning

12.4.5.2.1 Permits **SBC-13STATE** to recover costs associated with preparing space within the Premises for telecommunications

equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.5.3 Safety and Security

12.4.5.3.1 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.

12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 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 FDF. (Note: Virtually Collocated Equipment may also be connected to dedicated transport facilities provided as Unbundled Network Elements 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.

12.4.6.2 Entrance Conduit, per sheath

14.4.6.2.1 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.

12.4.7 DC Power Arrangement Provisioning

12.4.7.1 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 feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at **LEVEL 3**'s equipment bay are provided by **LEVEL 3**. In the event that **LEVEL 3** requires a power arrangement that exceeds 50 AMPS form a single source, **SBC-13STATE** will cooperatively work with **LEVEL 3** 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.

12.4.8 DC Power Amperage Charge

12.4.8.1 DC Power per AMP

12.4.8.1.1 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 **LEVEL 3** for its power arrangement. By way of example,

where **LEVEL 3** 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 that have been fused (for a combined total of forty (40) AMPs),but SBC shall only bill **LEVEL 3** 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.

12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

12.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Premises 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.

12.4.8.3 Ground Cable Arrangement

12.4.8.3.1 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.

12.4.9 DS0 Voice Grade Interconnection Cable Arrangement

12.4.9.1 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.

12.4.10 DS-1 Interconnection Cable Arrangement to DCS

12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between **SBC-13STATE**'s DCS functionality purchased from **LEVEL 3**'s Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

12.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.11 DS-1 Interconnection Cable Arrangement to DSX

12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between **SBC-13STATE**'s DSX functionality

purchased from **LEVEL 3**'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.

12.4.12 DS-3 Interconnection Cable Arrangement to DCS

12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between **SBC-13STATE**'s DCS functionality purchased from **LEVEL 3** 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.

12.4.13 DS-3 Interconnection Cable Arrangement to DSX

12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between **SBC-13STATE**'s DSX functionality purchased from **LEVEL 3**'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.

12.4.14 Fiber Interconnection Cable Arrangement

12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers 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.

12.4.15 Timing Source Arrangement (Optional)

12.4.15.1 **SBC-13STATE** provided single signal from **SBC-13STATE**'s timing source to provide synchronization between **LEVEL 3**'s single network element and **SBC-13STATE**'s equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by **LEVEL 3** are specified on the Collocation Rate Summary.

12.4.16 Training

12.4.16.1 **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 **LEVEL 3**'s designated equipment not currently used in a wire center selected by **LEVEL 3** for virtual collocation. If training will be required on the equipment that is contained in an application, **SBC-13STATE** will so notify by telephone or e-mail the **LEVEL 3** point of contact listed on the application within 30 calendar days of the application receipt date. **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 **LEVEL 3**.

12.4.16.2 **LEVEL 3** 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.

12.4.16.3 If **SBC-13STATE** chooses not to coordinate the required training, **LEVEL 3** will assume the responsibility for providing the training. It is then the responsibility of **LEVEL 3** 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

12.4.16.3.2 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.

12.4.16.3.3 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.

12.4.16.4 **SBC-13STATE** will work cooperatively with **LEVEL 3** to schedule **SBC-13STATE**'s personnel training time required for the installation, maintenance and repair of **LEVEL 3**'s designated equipment. **LEVEL 3** will be assessed two hours of the technician additional labor charge for **SBC-13STATE**'s personnel time required to coordinate training activities with **LEVEL 3**. **LEVEL 3** 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 12.4.16 (Training) will be assessed to **LEVEL 3**.

12.4.17 Maintenance and Repair Labor Rates

12.4.17.1 Maintenance of Equipment

12.4.17.1.1 This rate element is a labor rate charged by **SBC-13STATE** to **LEVEL 3** for ongoing maintenance of **LEVEL 3**'s equipment. Any maintenance requirements will be initiated by **LEVEL 3**. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.1.2 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**.**

12.4.17.2 Repair of Equipment

12.4.17.2.1 This rate element is a labor rate charged by **SBC-13STATE** to **LEVEL 3** for repair of **LEVEL 3**'s equipment. All repair will be at the direction of **LEVEL 3**.

12.4.17.2.2 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.

12.4.17.2.3 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.

12.4.18 Collocation-to-Collocation Connection

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

12.4.18.1 Fiber Cable (12 Fiber)

12.4.18.1.1 This sub-element provides for direct cabling using fiber cable (12 fibers pairs) between two collocation arrangements at an Premises. 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.

12.4.18.2 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 Premises. 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.

12.4.18.3 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 Premises. 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.

12.4.18.4 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 Premises. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

12.4.18.5 Route Design

14.4.18.5.1 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.

12.4.19 Equipment Evaluation Cost

12.4.19.1 This rate element is a labor rate charged by **SBC-13STATE** to **LEVEL 3** for evaluating **LEVEL 3**'s equipment when not meeting Level 1 Safety requirements as set forth in Bellcore Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

12.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by **SBC-13STATE** to **LEVEL 3** for cooperative assisting **LEVEL 3**'s approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary.

12.5 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 UNEs in **SBC-13STATE**'s CEVs, Huts and Cabinets.

12.5.1 Entrance Cable Fiber

12.5.1.1 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 **LEVEL 3**-provided cable into the Premises, routing, securing and preparing the end for splicing or termination.

12.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary.

12.5.2 Entrance Conduit

12.5.2.1 Any reinforced passage or opening placed for **LEVEL 3** provided facility in, on, under/over or through the ground between **SBC-13STATE** CEV, Hut, or Cabinet and **LEVEL 3** structure. Rates and charges are as found on the Collocation Rate Summary.

12.5.3 DC Power Amperage Charge

12.5.3.1 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 **LEVEL 3** 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.

12.5.4 24-Foot CEV

12.5.4.1 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.

12.5.5 16-Foot CEV

12.5.5.1 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.

12.5.6 Maxi-Hut

12.5.6.1 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.

12.5.7 Mini-Hut

12.5.7.1 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.

12.5.8 Large Cabinet

12.5.8.1 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.

12.5.9 Medium Cabinet

12.5.9.1 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.

12.5.10 Small Cabinet

12.5.10.1 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.

12.5.11 Project Coordination Fee

12.5.11.1 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 **LEVEL 3**-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

13.1 This section describes Alternative Virtual Collocation wherein **LEVEL 3** maintains and repairs the virtually collocated equipment.

13.2 For purposes of virtually collocating equipment, **SBC-13STATE** shall determine which Premises 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 **LEVEL 3**'s equipment and cabling without disclosing identity of equipment and cabling belonging to **SBC-13STATE** and other Collocators.

13.3 After **LEVEL 3** 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 aid in the prevention of accidental network outages, **LEVEL 3** may not enter an Premises without obtaining undated copies of drawings, schematics, or other engineering documents. Upon request, **SBC-13STATE** shall immediately make available to **LEVEL 3** those drawings, schematics, or other engineering documents that identify the location of **LEVEL 3**'s equipment and cabling. In the event the requested documents are not immediately available, **SBC-13STATE** shall not prevent **LEVEL 3** from entering the Premises. If **SBC-13STATE** does not immediately make the requested documents available to **LEVEL 3** and **LEVEL 3** enters the Premises, **SBC-13STATE** shall deliver the requested documents to **LEVEL 3** immediately upon locating same.

13.4 **SBC-13STATE** will provide a security escort with **LEVEL 3** 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 **LEVEL 3**, then this virtual collocation maintenance alternative as described in this Section and in Section 16 is null and void, and all virtual collocation will be maintained by **SBC-13STATE** as described in Section 9.

13.5 Prior to entering an Premises that requires drawings, schematics, or other engineering documents, **LEVEL 3** 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. **LEVEL 3** 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 Premises.

13.6 **LEVEL 3** shall conduct background checks of the technicians who have access to the collocation space. **LEVEL 3** technicians will be security qualified by **LEVEL 3** and will be required to be knowledgeable of **SBC-13STATE** security standards. Disciplinary procedures shall be established in accordance with Section 14.3.1 to ensure the safety and integrity of the Premises 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.

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

13.8 **SBC-13STATE** shall be permitted to recover the cost of such security devices from **LEVEL 3** in a reasonable manner. **LEVEL 3** shall provide indemnification and insurance to cover any damages caused by **LEVEL 3**'s technicians at a level commensurate with the indemnification and insurance provided by **SBC-13STATE**'s equipment suppliers with equivalent access.

13.9 Provisioning of equipment required for virtual collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

14. OBLIGATIONS OF LEVEL 3

14.1 Indemnification of **SBC-13STATE**: The parties' conduct under this agreement shall be subject to the Indemnity provisions of the General Terms and Conditions.

14.2 Insurance

LEVEL 3 agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

14.2.1 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.

14.2.2 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; $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.

14.2.3 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.

14.2.4 All Risk Property coverage on a full replacement cost basis insuring all of **LEVEL 3**'s personal property situated on or within the Premises. **LEVEL 3** 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 **LEVEL 3** or located on or in the space at the request of **LEVEL 3** 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.

14.2.5 Property insurance on **LEVEL 3**'s fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of **LEVEL 3** against **SBC-13STATE** for damage to **LEVEL 3**'s fixtures or personal property are hereby waived. **LEVEL 3** 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. This provision is reciprocal to **SBC-13STATE**.

14.2.6 **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.

14.2.7 **LEVEL 3** must provide a certificate of insurance to SBC stating the types of insurance and policy limits that apply to the collocation space sought in any particular collocation application before SBC will commence work on that application. These insurance provisions and requirements are reciprocal to **SBC-13STATE** as well. Notwithstanding any other provision in this Appendix, no interval provided for in this Appendix shall begin if Level 3 has not provided the required certificate of insurance.

14.2.8 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."

14.2.9 **LEVEL 3** shall also require all contractors who may enter the Premises to maintain the same insurance requirements listed above.

14.3 Conduct While in **SBC-13STATE** Premises

14.3.1 **LEVEL 3** and **SBC-13STATE** will each establish disciplinary procedures up to and including dismissal or denial of access to the Premises and other property of **SBC-13STATE** for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of **LEVEL 3** or **SBC-13STATE** in jeopardy. The following are actions that could damage or place the Premises, or the network or the personnel of **LEVEL 3** or **SBC-13STATE** in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Premises and other property of **SBC-13STATE**:

14.3.1.1 Theft or destruction of **SBC-13STATE**'s or **LEVEL 3**'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 **LEVEL 3**'s equipment on **SBC-13STATE**'s property; and

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

14.3.2 In addition, **LEVEL 3** and **SBC-13STATE** will take appropriate disciplinary steps as determined by each party to address any violations reported by **SBC-13STATE** or **LEVEL 3** 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 for Virtual Collocation in 13-STATES, provided the Handbook and any and all updates to it are timely provided to **LEVEL 3** at no charge.

14.3.3 **LEVEL 3** technicians will be security qualified by **LEVEL 3** and will be required to be knowledgeable of **SBC-13STATE** security standards. **LEVEL 3** 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 **LEVEL 3** to receive security training from **SBC-13STATE**, but will provide information to **LEVEL 3** on the specific type of training required. **LEVEL 3** 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

15. COOPERATIVE RESPONSIBILITIES

15.1 Qualification of **LEVEL 3**

15.1.1 **LEVEL 3** technicians will be security qualified by **LEVEL 3** and will be required to be knowledgeable of **SBC-13STATE**'s security standards. **LEVEL 3** 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 **LEVEL 3** to receive security training from **SBC-13STATE**, but will provide information to **LEVEL 3** on the specific type of training required. **LEVEL 3** 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 13-STATES.

16. RATE REGULATIONS

The rate element descriptions and rates and charges included in 12 preceding apply to this virtual collocation alternative wherein **LEVEL 3** maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

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

16.1.1 This security escort charge consists of the charges for **SBC-13STATE**-provided security escorts for **LEVEL 3** Vendor's access to their virtual collocation space in Staffed and Unstaffed Central Offices. Any escort requirements will be initiated by **LEVEL 3**. 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.

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

16.2.1 The security escort charge consists of the charges for **SBC-13STATE** provided security escorts for **LEVEL 3** Vendor's access to their virtual collocation space in CEVs, Huts and Cabinets. Any escort requirements will be initiated by **LEVEL 3**. 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 the Collocation Rate Summary.

16.3 Application of Rates and Charges

16.3.1 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, to all existing **LEVEL 3** 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.

17. CDOW (CLECs DOING OWN WORK) - LEVEL 3 RESPONSIBILITIES

When **LEVEL 3** selects the option to provide, install, and terminate their interconnection and power cabling with an **SBC-13STATE** Approved Vendor, 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 17 following.

17.1 Interconnection Cable

17.1.1 **LEVEL 3** has the option to provide, install and terminate its interconnection cabling between **LEVEL 3**'s Dedicated Space and **SBC-13STATE** Main Distribution Frame or its equivalent by **SBC-13STATE** Approved Vendor. This option is only available if **LEVEL 3** does all three (3) activities associated with interconnection cabling: provide, install and terminate. **LEVEL 3** may not elect to do some but not all the activities. **LEVEL 3** must indicate on its virtual collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If **LEVEL 3** selects this option, **LEVEL 3** must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If **LEVEL 3** 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 **LEVEL 3**'s **SBC-13STATE** Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. **LEVEL 3**'s **SBC-13STATE** Approved Vendor must obtain an approved Method Procedure (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

17.2.1 **LEVEL 3** has the option to provide, install and terminate its power cable leads between **LEVEL 3**'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, **LEVEL 3**'s **SBC-13STATE** Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

17.2.2 **LEVEL 3**must contact **SBC-13STATE** Project manager five (5) business days prior to scheduling a request for the termination of **LEVEL 3**'s power cable leads to **SBC-13STATE** Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. This option is only available if **LEVEL 3** does all three (3) activities associated with the power cable lead unless described otherwise within this Section.

17.2.3 **LEVEL 3** may not elect to do some but not all the activities unless otherwise permitted in this Section. If **LEVEL 3** selects this option, **LEVEL 3** must also select the option to provide, install and terminate its interconnection cabling described in Section 17.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. **LEVEL 3**'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 cable facilities.

17.3 Intervals and Provisioning

17.3.1 Implementation Intervals when **LEVEL 3** hires **SBC-13STATE** Approved Vendor Installs Interconnection and Power Cabling

17.3.1.1 **SBC-13STATE** will provide Virtual Collocation arrangements in Premises on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Premises will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify **LEVEL 3** 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 **LEVEL 3**'s accurate and complete Virtual Collocation Application. If **SBC-13STATE** determines that **LEVEL 3**'s Virtual Collocation Application is unacceptable, **SBC-13STATE** shall advise **LEVEL 3** of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide **LEVEL 3** with sufficient detail so that **LEVEL 3** has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, **LEVEL 3** 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 17.3 is for new and augment Virtual Collocation Applications and apply only when **LEVEL 3** installs interconnection and power cabling.

17.3.1.2 The delivery interval relates to the period in which **SBC-13STATE** shall construct and turnover to **LEVEL 3**'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 **LEVEL 3**. **LEVEL 3** 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 **LEVEL 3** has not provided **SBC-13STATE** such response and payment by the twelfth (12th) calendar day after the date **SBC-13STATE** notified **LEVEL 3** 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 **LEVEL 3** 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 **LEVEL 3** 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 **LEVEL 3** by **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** from **LEVEL 3** will be processed in the order received unless **LEVEL 3** provides a priority list, whichever is applicable.

Table 1

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

17.3.1.3 Should **LEVEL 3** 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 **LEVEL 3** 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**.

17.3.1.4 For example, but not by way of limitation, if **LEVEL 3** submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Premises Virtual Collocation is requested:

17.3.1.5 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 Premises that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

17.3.2 Payment

17.3.2.1 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to **LEVEL 3**'s **SBC-13STATE** Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to **LEVEL 3**'s **SBC-13STATE** Approved Vendor by **SBC-13STATE**.

17.3.3 Cable Augments

17.3.3.1 This subsection provides for shortened intervals for the following interconnection cabling augment requests:

- up to 168 DS1 connections and/or
- up to 48 DS3 connections and/or
- up to 400 Copper (shielded or nonshielded) cable pair connections and/or
- up to 12 fiber pair connections.

For each augment request, **LEVEL 3** must submit a complete and accurate Physical Collocation Application.

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

17.3.3.3 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 **LEVEL 3**, 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 **LEVEL 3** by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** from **LEVEL 3** will be processed in the order received unless **LEVEL 3** provides a priority list, whichever is applicable.

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

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

17.3.3.4 Should **LEVEL 3** 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 **LEVEL 3** within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

17.3.3.5 For example, but not by way of limitation, if **LEVEL 3** submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Premises requested:

17.3.3.5.1 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.

17.3.3.5.2 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.

17.3.4 All Other Augments

17.3.4.1 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with **LEVEL 3** to negotiate a mutually agreeable delivery intervals.

17.3.5 Walk-Through Visit

17.3.5.1 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 **LEVEL 3** and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

17.4 Rates Elements for **SBC-13STATE** Central Offices

17.4.1 DC Power Arrangement Provisioning

17.4.1.1 When **LEVEL 3** 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.

17.4.2 DS0 Voice Grade Cable Arrangement

17.4.2.1 When **LEVEL 3** 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.

17.4.3 DS-1 Interconnection Cable Arrangement to DCS

17.4.3.1 When **LEVEL 3** 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.

17.4.4 DS-1 Interconnection Cable Arrangement to DSX

17.4.4.1 When **LEVEL 3** 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.

17.4.5 DS-3 Interconnection Cable Arrangement to DCS

17.4.5.1 When **LEVEL 3** 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.

17.4.6 DS-3 Interconnection Cable Arrangement to DSX

17.4.6.1 When **LEVEL 3** 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.

17.4.7 Fiber Interconnection Cable Arrangement

17.4.7.1 When **LEVEL 3** 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.

17.4.8 Collocation to Collocation Connection

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

17.4.8.1.1 Fiber Cable

17.4.8.1.1.1 When **LEVEL 3** 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.

17.4.8.1.2 Copper Cable

17.4.8.1.2.1 When **LEVEL 3** 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.

17.4.8.1.3 Coax Cable

17.4.8.1.3.1 When **LEVEL 3** 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.

17.4.8.1.4 Cable Racking and Hole

17.4.8.1.4.1 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 Premises. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

17.4.8.1.5 Route Design

17.4.8.1.5.1 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 on the Collocation Rate Summary.

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 - Non-Standard	Per Request	**NRFCH**		$1,436.00	
16	**POWER PROVISIONING**					
17	**Power Panel:**					
18	50 Amp	Per Power Panel (CLEC Provided)	**NONE**			
19	200 Amp	Per Power Panel (CLEC Provided)	**NONE**			
20	**Power Cable and Infrastructure:**					
21	Power Cable Rack	Per Four Power Cables or Quad	**NONE**			
22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	0.25	48.23	
23	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	0.25	48.23	
24	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	0.25	48.23	
25	**Equipment Grounding:**					
26	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8FCR**	$0.03	$0.92	
27	**DC POWER AMPERAGE CHARGE**					
28	HVAC	Per 10 Amps	**S8GCS**	$14.62		
29	Per Amp	Per Amp	**S8GCR**	$10.61		
30	**FIBER CABLE PLACEMENT**					
31	**Central Office:**					
32	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13	
33	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76		
34	**MISCELLANEOUS & OPTIONAL COST:**					
35	**MISCELLANEOUS COSTS**					
36	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81	
37	Bits Timing	Per two circuits	**S8FQT**	$3.58	$698.82	
38	Space Availability Report	Per Premise	**NRFCQ**		$168.04	
39	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35	
40	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35	
41	**CAGE COMMON COSTS**					
42	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	**NRL6O**		$5.29	
43	**INTERCONNECTION COSTS:**					
44	**ILEC TO CLEC CONNECTION**					
45	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**	$3.86	$156.02	
46	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**	$3.86	$156.02	
47	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8FQM**	$295.42	$3,105.79	
48	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F46**	$6.07	$486.89	
49	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F47**	$115.30	$1,809.40	
50	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8FQN**	$5.69	$116.67	
51	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8FQR**	$3.76	$495.49	
52	**CLEC TO CLEC CONNECTION**					
53	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82		
54	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57		
55	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50		
56	Route Design		**NRFCX**		$424.88	
57	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFH**	$0.18		
58	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFJ**	$0.12		
59	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFK**	$0.31		
60	**TIME SENSITIVE ACTIVITIES**					
61	**PRE-VISITS**					
62	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23	
63	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60	
64	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72	
65	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24	
66	**CONSTRUCTION VISITS**					
67	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24	
68	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23	
69	**RSM Option**					
70	Additional Dedicated HVAC Charge	per request	**NRFCL**		$3,100.00	
71	Dedicated power Plant Floor Space	per request	**S8GCQ**	$394.00		

	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)**
72						
73	**SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**					
74	**REAL ESTATE**					
75	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8GCE**		$9.28	
76	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8GCF**		$19.56	
77	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8GCD**	$5.97		
78	**COMMON SYSTEMS**					
79	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8GCG**	$0.44	$59.86	
80	**PLANNING**					
81	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55	
82	Planning	Per Request	**NRFCD**		$5,244.43	
83	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04	
84	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10	
85	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60	
86	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00	
87	**POWER PROVISIONING**					
88	**Power Panel:**					
89	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47	
90	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46	
91	**Power Cable and Infrastructure:**					
92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCU**	$7.74	$1,570.84	
93	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCV**	$9.57	$1,954.85	
94	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCW**	$11.39	$2,344.44	
95	**Equipment Grounding:**					
96	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8GDA**	$0.03	$0.92	
97	**DC POWER AMPERAGE CHARGE**					
98	HVAC	Per 10 Amps	**S8GCS**	$14.62		
99	Per Amp	Per Amp	**S8GCR**	$10.61		
100	**FIBER CABLE PLACEMENT**					
101	**Central Office:**					
102	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88	
103	Entrance Conduit to Vault	Per Fiber Cable Sheath	**S8GDD**	$8.76		
104	**MISCELLANEOUS & OPTIONAL COST:**					
105	**MISCELLANEOUS COSTS**					
106	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81	
107	Bits Timing	Per two circuits	**S8GEJ**	$3.58	$698.82	
108	Space Availability Report	Per Premise	**NRFCQ**		$168.04	
109	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35	
110	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35	
111	**CAGE COMMON COSTS**					
112	Cage Preparation	Per Sq. Ft. of space used by CLEC	**S8GCH**	$0.27	$19.70	
113	**INTERCONNECTION COSTS:**					
114	**ILEC TO CLEC CONNECTION**					
115	Voice Grade Arrangement	100 Copper Pairs	**S8GD4**	$4.92	$1,027.16	
116	Voice Grade Arrangement	100 Shielded Pairs	**S8GD5**	$4.92	$1,027.16	
117	DS1 Arrangement - DCS	28 DS1	**S8GDK**	$297.44	$3,613.06	
118	DS1 Arrangement - DSX	28 DS1	**S8GDP**	$9.79	$1,346.48	
119	DS3 Arrangement - DCS	1 DS3	**S8GDV**	$115.58	$2,181.58	
120	DS3 Arrangement - DSX	1 DS3	**S8GDZ**	$7.14	$603.89	
121	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	**S8GED**	$6.55	$1,779.78	
122	**CLEC TO CLEC CONNECTION**					
123	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82		
124	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57		
125	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50		
126	Route Design		**NRFCX**		$424.88	
127	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35	
128	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86	
129	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07	
130	**TIME SENSITIVE ACTIVITIES**					
131	**PRE-VISITS**					
132	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23	
133	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60	
134	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72	
135	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24	
136	**CONSTRUCTION VISITS**					
137	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24	
138	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23	
139	**RSM Option**					
140	Additional Dedicated HVAC Charge	Per Request	**NRFCL**		$3,100.00	
141	Dedicated power Plant FLoor Space	Per Request	**S8GCQ**	$394.00		
142						

	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)**
143	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**					
144	**REAL ESTATE**					
145	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81	
146	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57	
147	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8F9C**	$64.21		
148	**COMMON SYSTEMS**					
149	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8FWE**	$9.35	$760.45	
150	**PLANNING**					
151	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54	
152	Planning	Per Request	**NRFCJ**		$4,601.93	
153	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04	
154	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10	
155	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60	
156	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00	
157	**POWER PROVISIONING**					
158	**Power Panel:**					
159	50 Amp	Per Power Panel (CLEC Provided)	**NONE**			
160	200 Amp	Per Power Panel (CLEC Provided)	**NONE**			
161	**Power Cable and Infrastructure:**					
162	Power Cable Rack	Per Four Power Cables or Quad	**NONE**			
163	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	0.25	48.23	
164	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	0.25	48.23	
165	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	0.25	48.23	
166	**Equipment Grounding:**					
167	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32	
168	**DC POWER AMPERAGE CHARGE**					
169	HVAC	Per 10 Amps	**S8GCS**	$14.62		
170	Per Amp	Per Amp	**S8GCR**	$10.61		
171	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27		
172	**FIBER CABLE PLACEMENT**					
173	**Central Office:**					
174	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13	
175	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76		
176	**CEV, HUT & Cabinets:**					
177	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58	
178	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61		
179	**MISCELLANEOUS & OPTIONAL COST:**					
180	**MISCELLANEOUS COSTS**					
181	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81	
182	Bits Timing	Per two circuits	**S8FQT**	$3.58	$698.82	
183	Space Availability Report	Per Premise	**NRFCQ**		$168.04	
184	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35	
185	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35	
186	**CAGELESS / POT BAY OPTIONS**					
187	Standard Equipment Bay	Each (CLEC Provided)	**NONE**			
188	Non-Standard Cabinet Bay	Each (CLEC Provided)	**NONE**			
189	VF/DS0 Termination Panel	Each (CLEC Provided)	**NONE**			
190	VF/DS0 Termination Module	Each (CLEC Provided)	**NONE**			
191	DDP-1 Panel	Each (CLEC Provided)	**NONE**			
192	DDP-1 Jack Access Card	Each (CLEC Provided)	**NONE**			
193	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	**NONE**			
194	DS3 Interconnect Module	Each (CLEC Provided)	**NONE**			
195	Fiber Optic Splitter Panel	Each (CLEC Provided)	**NONE**			
196	Fiber Termination Dual Module	Each (CLEC Provided)	**NONE**			
197	**CEV, HUT, CABINET**					
198	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64		
199	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77		
200	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77		
201	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33		
202	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63		
203	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19		
204	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29		
205	**INTERCONNECTION COSTS:**					
206	**ILEC TO CLEC CONNECTION**					
207	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02	
208	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02	
209	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79	
210	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89	
211	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40	
212	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67	
213	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49	

	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)**
214	**CLEC TO CLEC CONNECTION**					
215	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82		
216	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57		
217	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50		
218	Route Design		**NRFCX**		$424.88	
219	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFL**	$0.18	$0.00	
220	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFM**	$0.12	$0.00	
221	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFN**	$0.31	$0.00	
222	**PROJECT MANAGEMENT**					
223	**CEV, HUT & CABINET**					
224	Project Coordination	Per CLEC Application	**NRFCK**		$631.17	
225	**TIME SENSITIVE ACTIVITIES**					
226	**PRE-VISITS**					
227	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23	
228	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60	
229	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72	
230	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24	
231	**CONSTRUCTION VISITS**					
232	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24	
233	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23	
234						
235	**SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**					
236	**REAL ESTATE**					
237	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8GCL**		$92.81	
238	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8GCN**		$195.57	
239	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8GCK**	$64.21		
240	**COMMON SYSTEMS**					
241	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8GCM**	$9.35	$760.45	
242	**PLANNING**					
243	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54	
244	Planning	Per Request	**NRFCJ**		$4,601.93	
245	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04	
246	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10	
247	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60	
248	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00	
249	**POWER PROVISIONING**					
250	**Power Panel:**					
251	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47	
252	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46	
253	**Power Cable and Infrastructure:**					
254	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCX**	$7.74	$2,262.52	
255	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCY**	$9.57	$2,749.10	
256	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCZ**	$11.39	$3,236.32	
257	**Equipment Grounding:**					
258	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32	
259	**DC POWER AMPERAGE CHARGE**					
260	HVAC	Per 10 Amps	**S8GCS**	$14.62		
261	Per Amp	Per Amp	**S8GCR**	$10.61		
262	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27		
263	**FIBER CABLE PLACEMENT**					
264	**Central Office:**					
265	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88	
266	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76		
267	**CEV, HUT & Cabinets:**					
268	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58	
269	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61		
270	**MISCELLANEOUS & OPTIONAL COST:**					
271	**MISCELLANEOUS COSTS**					
272	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81	
273	Bits Timing	Per two circuits	**S8GEJ**	$3.58	$698.82	
274	Space Availability Report	Per Premise	**NRFCQ**		$168.04	
275	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35	
276	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35	
277	**CAGELESS / POT BAY OPTIONS**					
278	Standard Equipment Bay	Each	**NRFCO**	$8.89	$721.28	
279	Non-Standard Cabinet Bay	Each	**NRFCP**	$17.78	$3,470.81	
280	VF/DS0 Termination Panel/Module	Each	**S8GE5**	$3.10	$605.64	
281	DDP-1 Panel/Jack Access Card	Each	**S8GE6**	$8.08	$1,576.65	
282	DS3/STS-1 Interconnect Panel	Each	**S8GE7**	$2.38	$465.47	
283	DS3 Interconnect Module	Each	**S8GE8**	$0.45	$87.35	
284	Fiber Optic Splitter Panel	Each	**S8GE9**	$1.52	$297.00	
285	Fiber Termination Dual Module	Each	**S8GFA**	$1.37	$267.88	

	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)**
286	**CEV, HUT, CABINET**					
287	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64		
288	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77		
289	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77		
290	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33		
291	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63		
292	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19		
293	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29		
294	**INTERCONNECTION COSTS:**					
295	**ILEC TO CLEC CONNECTION**					
296	Voice Grade Arrangement	100 Copper Pairs	**S8GD6**	$4.92	$1,027.16	
297	Voice Grade Arrangement	100 Shielded Pairs	**S8GD7**	$4.92	$1,027.16	
298	DS1 Arrangement - DCS	28 DS1	**S8GDL**	$297.44	$3,613.06	
299	DS1 Arrangement - DSX	28 DS1	**S8GDQ**	$9.79	$1,346.48	
300	DS3 Arrangement - DCS	1 DS3	**S8GDW**	$115.58	$2,181.58	
301	DS3 Arrangement - DSX	1 DS3	**S8GD1**	$7.14	$603.89	
302	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEE**	$6.55	$1,779.78	
303	**CLEC TO CLEC CONNECTION**					
304	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82		
305	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57		
306	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50		
307	Route Design		**NRFCX**		$424.88	
308	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35	
309	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86	
310	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07	
311	**PROJECT MANAGEMENT**					
312	**CEV, HUT & CABINET**					
313	Project Coordination	Per CLEC Application	**NRFCK**		$631.17	
314	**TIME SENSITIVE ACTIVITIES**					
315	**PRE-VISITS**					
316	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23	
317	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60	
318	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72	
319	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24	
320	**CONSTRUCTION VISITS**					
321	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24	
322	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23	
323						
324	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**					
325	**REAL ESTATE**					
326	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81	
327	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57	
328	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87		
329	**COMMON SYSTEMS**					
330	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37	
331	**PLANNING**					
332	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24	
333	Planning	Per Request	**NRFCJ**		$4,601.93	
334	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04	
335	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10	
336	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60	
337	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00	
338	**POWER PROVISIONING**					
339	**Power Panel:**					
340	50 Amp	Per Power Panel (CLEC provides)	**NONE**			
341	200 Amp	Per Power Panel (CLEC provides)	**NONE**			
342	**Power Cable and Infrastructure:**					
343	Power Cable Rack	Per Four Power Cables or Quad	**NONE**			
344	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23	
345	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23	
346	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23	
347	**Equipment Grounding:**					
348	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93	
349	**DC POWER AMPERAGE CHARGE**					
350	HVAC	Per 10 Amps	**S8GCS**	$14.62		
351	Per Amp	Per Amp	**S8GCR**	$10.61		
352	**FIBER CABLE PLACEMENT**					
353	**Central Office:**					
354	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13	
355	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76		

	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)**
356	**MISCELLANEOUS & OPTIONAL COST:**					
357	**MISCELLANEOUS COSTS**					
358	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81	
359	Bits Timing	Per two circuits	**S8FQT**	$3.58	$698.82	
360	Space Availability Report	Per Premise	**NRFCQ**		$168.04	
361	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35	
362	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35	
363	**CAGE COMMON COSTS**					
364	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00	
365	**INTERCONNECTION COSTS:**					
366	**ILEC TO CLEC CONNECTION**					
367	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02	
368	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02	
369	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79	
370	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89	
371	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40	
372	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67	
373	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49	
374	**RSM Option**					
375	Additional Dedicated HVAC Charge	per request	**NRFCL**		$3,100.00	
376	Dedicated power Plant Floor Space	per request	**S8GCQ**	$394.00		
377						
378	**SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**					
379	**REAL ESTATE**					
380	Site Conditioning	Per Bay	**S8GCL**		$92.81	
381	Safety & Security	Per Frame	**S8GCN**		$195.57	
382	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87		
383	**COMMON SYSTEMS**					
384	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37	
385	**PLANNING**					
386	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24	
387	Planning	Per Request	**NRFCJ**		$4,601.93	
388	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04	
389	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10	
390	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60	
391	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00	
392	**POWER PROVISIONING**					
393	**Power Panel:**					
394	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47	
395	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46	
396	**Power Cable and Infrastructure:**					
397	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GC1**	$7.74	$1,570.84	
398	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GC2**	$9.57	$1,954.85	
399	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC3**	$11.39	$2,344.44	
400	**Equipment Grounding:**					
401	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93	
402	**DC POWER AMPERAGE CHARGE**					
403	HVAC	Per 10 Amps	**S8GCS**	$14.62		
404	Per Amp	Per Amp	**S8GCR**	$10.61		
405	**FIBER CABLE PLACEMENT**					
406	**Central Office:**					
407	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88	
408	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76		
409	**MISCELLANEOUS & OPTIONAL COST:**					
410	**MISCELLANEOUS COSTS**					
411	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81	
412	Bits Timing	Per two circuits	**S8GEJ**	$3.58	$698.82	
413	Space Availability Report	Per Premise	**NRFCQ**		$168.04	
414	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35	
415	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35	
416	**CAGE COMMON COSTS**					
417	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00	
418	**INTERCONNECTION COSTS:**					
419	**ILEC TO CLEC CONNECTION**					
420	Voice Grade Arrangement	100 Copper Pairs	**S8GD8**	$4.92	$1,027.16	
421	Voice Grade Arrangement	100 Shielded Pairs	**S8GD9**	$4.92	$1,027.16	
422	DS1 Arrangement - DCS	28 DS1	**S8GDM**	$297.44	$3,613.06	
423	DS1 Arrangement - DSX	28 DS1	**S8GDR**	$9.79	$1,346.48	
424	DS3 Arrangement - DCS	1 DS3	**S8GDX**	$115.58	$2,181.58	
425	DS3 Arrangement - DSX	1 DS3	**S8GD2**	$7.14	$603.89	
426	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEF**	$6.55	$1,779.78	

	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)**
427	**RSM Option**					
428	Additional Dedicated HVAC Charge	Per Request	**NRFCL**		$3,100.00	
429	Dedicated power Plant FLoor Space	Per Request	**S8GCQ**	$394.00		
430						
431	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**					
432	**REAL ESTATE**					
433	Site Conditioning	Per Frame	**S8FX5**		$92.81	
434	Safety & Security	Per Frame	**S8FX6**		$195.57	
435	Floor Space Usage	Per Frame	**S8F62**	$28.91		
436	**COMMON SYSTEMS**					
437	Common Systems - Standard	Per Frame	**S8F64**	$10.75		
438	Common Systems - Non-Standard	Per Cabinet	**S8F65**	$19.36		
439	**PLANNING**					
440	Planning	Per Request	**NRM99**		$5,555.76	
441	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49	
442	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84	
443	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61	
444	**POWER PROVISIONING**					
445	**Power Cable and Infrastructure:**					
446	Power Cable Rack	Per Four Power Cables or Quad	**NONE**			
447	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GFO**	$0.52		
448	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GFP**	$0.52		
449	**Equipment Grounding:**					
450	Ground Cable Placement	Per Frame	**S8F69**	$0.36		
451	**DC POWER AMPERAGE CHARGE**					
452	HVAC	Per 10 Amps	**S8FXO**	$14.62		
453	Per Amp	Per Amp	**S8FXN**	$10.61		
454	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27		
455	**FIBER CABLE PLACEMENT**					
456	**Central Office:**					
457	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42	
458	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17		
459	**CEV, HUT & Cabinets:**					
460	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58	
461	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61		
462	**MISCELLANEOUS & OPTIONAL COST:**					
463	**MISCELLANEOUS COSTS**					
464	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81	
465	Bits Timing	Per two circuits	**S8FXS**	$3.58	$698.82	
466	**VIRTUAL FRAME OPTIONS**					
467	Standard Equipment Bay	Each (CLEC Provided)	**NONE**			
468	**CEV, HUT, CABINET**					
469	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64		
470	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77		
471	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77		
472	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33		
473	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63		
474	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19		
475	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29		
476	**INTERCONNECTION COSTS:**					
477	**ILEC TO CLEC CONNECTION**					
478	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F82**	$3.86	$225.02	
479	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8F83**	$3.86	$225.02	
480	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F8X**	$295.42	$3,496.22	
481	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F8Y**	$6.07	$651.13	
482	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F8Z**	$115.30	$2,186.12	
483	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F81**	$5.69	$204.42	
484	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F84**	$10.47	$152.71	
485	**VIRTUAL TO VIRTUAL CONNECTION**					
486	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90		
487	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49		
488	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35		
489	Route Design		**NRLWF**		$463.36	
490	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFQ**	$0.41	$0.00	
491	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFR**	$0.27	$0.00	
492	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFS**	$0.81	$0.00	
493	**PROJECT MANAGEMENT**					
494	**CEV, HUT & CABINET**					
495	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17	

	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)**
496	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**					
497	**CENTRAL OFFICE TYPE**					
498	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15	
499	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	**NRMHN**		$242.35	
500	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15	
501	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15	
502	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	**NRMJ9**		$242.35	
503	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15	
504	**CEV, HUT & CABINET**					
505	Per Visit	4 Hour Minium - Initial	**NRMJ9**		$242.35	
506	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15	
507	**ADDITIONAL LABOR ELEMENTS**					
508	**TRAINING**					
509	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21	
510	CO Manager	Per 1/2 Hour	**NRME9**		$39.45	
511	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47	
512	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47	
513	**EQUIPMENT EVALUATION COST**					
514	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47	
515	**TEST AND ACCEPTANCE**					
516	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21	
517						
518	**SBC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**					
519	**REAL ESTATE**					
520	Site Conditioning	Per Frame	**S8FX5**		$92.81	
521	Safety & Security	Per Frame	**S8FX6**		$195.57	
522	Floor Space Usage	Per Frame	**S8FX1**	$28.91		
523	**COMMON SYSTEMS**					
524	Common Systems - Standard	Per Frame	**S8FX3**	$10.75		
525	Common Systems - Non-Standard	Per Frame	**S8FX4**	$19.36		
526	**PLANNING**					
527	Planning	Per Request	**NRM99**		$5,555.76	
528	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49	
529	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84	
530	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61	
531	**POWER PROVISIONING**					
532	**Power Cable and Infrastructure:**					
533	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8FX7**	$7.74	$1,570.84	
534	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8FX8**	$9.57	$1,954.85	
535	**Equipment Grounding:**					
536	Ground Cable Placement	Per Frame	**S8FX9**	$0.36		
537	**DC POWER AMPERAGE CHARGE**					
538	HVAC	Per 10 Amps	**S8FXO**	$14.62		
539	Per Amp	Per Amp	**S8FXN**	$10.61		
540	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27		
541	**FIBER CABLE PLACEMENT**					
542	**Central Office:**					
543	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42	
544	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17		
545	**CEV, HUT & Cabinets:**					
546	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58	
547	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61		
548	**MISCELLANEOUS & OPTIONAL COST:**					
549	**MISCELLANEOUS COSTS**					
550	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81	
551	Bits Timing	Per two circuits	**S8FXS**	$3.58	$698.82	
552	**VIRTUAL FRAME OPTIONS**					
553	Standard Equipment Bay	Each	**S8FX2**	$22.19		
554	**CEV, HUT, CABINET**					
555	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64		
556	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77		
557	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77		
558	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33		
559	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63		
560	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19		
561	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29		

	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)**
562	**INTERCONNECTION COSTS:**					
563	**ILEC TO CLEC CONNECTION**					
564	Voice Grade Arrangement	100 Copper Pairs	**S8FXC**	$4.94	$1,481.37	
565	Voice Grade Arrangement	100 Shielded Pairs	**S8FXD**	$4.94	$1,481.37	
566	DS1 Arrangement - DCS	28 DS1	**S8FXE**	$297.44	$4,067.27	
567	DS1 Arrangement - DSX	28 DS1	**S8FXF**	$9.79	$1,800.69	
568	DS3 Arrangement - DCS	1 DS3	**S8FXG**	$115.59	$2,635.79	
569	DS3 Arrangement - DSX	1 DS3	**S8FXH**	$7.14	$1,058.10	
570	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8FXJ**	$6.55	$1,996.19	
571	**VIRTUAL TO VIRTUAL CONNECTION**					
572	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90		
573	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49		
574	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35		
575	Route Design		**NRML9**		$463.36	
576	Connection for DS1	Per 28 Circuits	**S8FXL**	$3.34	$930.53	
577	Connection for DS3	Per Circuit	**S8FXM**	$3.26	$706.77	
578	Connection for Optical	Per Cable	**S8FXK**	$3.32	$1,095.09	
579	**PROJECT MANAGEMENT**					
580	**CEV, HUT & CABINET**					
581	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17	
582	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**					
583	**CENTRAL OFFICE TYPE**					
584	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15	
585	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	**NRMHN**		$242.35	
586	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15	
587	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15	
588	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	**NRMJ9**		$242.35	
589	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15	
590	**CEV, HUT & CABINET**					
591	Per Visit	4 Hour Minium - Initial	**NRMJ9**		$242.35	
592	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15	
593	**ADDITIONAL LABOR ELEMENTS**					
594	**TRAINING**					
595	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21	
596	CO Manager	Per 1/2 Hour	**NRME9**		$39.45	
597	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47	
598	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47	
599	**EQUIPMENT EVALUATION COST**					
600	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47	
601	**TEST AND ACCEPTANCE**					
602	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21	
603						
604	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**					
605	**PLANNING**					
606	Planning - Initial	Per Request	**NRFA1**		$9,268.73	
607	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77	
608	**REAL ESTATE**					
609	Land Rental	Per Square Foot	**S8GEN**	$0.44		
610	**POWER PROVISIONING**					
611	**Power Cable and Infrastructure:**					
612	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	**NONE**			
613	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	**NONE**			
614	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	**NONE**			
615	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	**NONE**			
616	**AC Service:**					
617	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00	
618	AC Usage	Per KWH	**S8GEO**	$0.05		

	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)**
619	**DC POWER AMPERAGE CHARGE**					
620	Per Amp	Per Amp	**S8GCR**	$10.61		
621	**FIBER CABLE PLACEMENT**					
622	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8GF4**	$2.13	$488.48	
623	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55		
624	**CABLE RACK**					
625	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22	
626	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63		
627	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63		
628	**CONDUIT PLACEMENT**					
629	DC Power Cable Rack	Per Rack	**S8GES**		$7,386.71	
630	Fiber Cable Rack	Per Rack	**S8GET**		$4,711.89	
631	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GEU**		$5,545.50	
632	**INTERCONNECTION COSTS:**					
633	**ILEC TO CLEC CONNECTION**					
634	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3G**	$3.86	$156.02	
635	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWW**	$3.86	$156.02	
636	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2L**	$295.42	$3,105.79	
637	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2R**	$6.07	$486.89	
638	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F23**	$115.30	$1,809.40	
639	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F27**	$5.69	$116.67	
640	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F3N**	$3.76	$495.49	
641						
642	**SBC-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	**S8GC4**	$13.84	$7,853.86	
651	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	**S8GC5**	$13.84	$14,584.00	
652	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	**S8GC6**	$13.84	$20,338.00	
653	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	**S8GC7**	$13.84	$28,143.00	
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		
657	**DC POWER AMPERAGE CHARGE**					
658	Per Amp	Per Amp	**S8GCR**	$10.61		
659	**FIBER CABLE PLACEMENT**					
660	Fiber Installation	Per Fiber Cable Sheath	**S8GDF**	$2.13	$976.96	
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 2-Duct	**S8GES**		$7,386.71	
668	Fiber Cable Rack	Per 1-Duct	**S8GET**		$4,711.89	
669	Interconnection Arrangement (Copper) Racking	Per 2-Duct	**S8GEU**		$5,545.50	
670	**INTERCONNECTION COSTS:**					
671	**ILEC TO CLEC CONNECTION**					
672	Voice Grade Arrangement	100 Copper Pairs	**S8GEA**	$6.19	$1,371.93	
673	Voice Grade Arrangement	100 Shielded Pairs	**S8GEB**	$6.19	$1,371.93	
674	DS1 Arrangement - DCS	28 DS1	**S8GDN**	$439.98	$2,341.45	
675	DS1 Arrangement - DSX	28 DS1	**S8GDS**	$35.04	$2,341.45	
676	DS3 Arrangement - DCS	1 DS3	**S8GDY**	$242.36	$598.33	
677	DS3 Arrangement - DSX	1 DS3	**S8GD3**	$12.36	$598.33	
678	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	**S8GEG**	$8.25	$3,751.22	
679						

	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)**
680	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**					
681	**PLANNING**					
682	Planning	Per Request	**NRFA3**		$1,254.32	
683	**CONDUIT**					
684	Conduit Space	Per Innerduct	**S8GEW**	$1.17		
685	**INTERCONNECTION COSTS:**					
686	**ILEC TO CLEC CONNECTION**					
687	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF5**	$311.43		
688	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	**S8GF6**	$439.96		
689	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	**S8GF7**	$35.03		
690	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF8**	$311.43		
691	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF9**	$9.02		
692						
693	**SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**					
694	**PLANNING**					
695	Planning	Per Request	**NRFA3**		$1,254.32	
696	**CONDUIT**					
697	Conduit Space	Per Innerduct	**S8GEW**	$1.17		
698	**INTERCONNECTION COSTS:**					
699	**ILEC TO CLEC CONNECTION**					
700	Voice Grade/DS0 Arrangement	900 DS0	**S8GEC**	$311.43	$485.31	
701	DS1 Arrangement - DCS	28 DS1	**S8GDO**	$439.96	$1,830.99	
702	DS1 Arrangement - DSX	28 DS1	**S8GDT**	$35.03	$1,830.99	
703	DS1 Arrangement - MDF	450 DS1	**S8GDU**	$311.43	$485.31	
704	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEH**	$9.02	$3,370.20	

APPENDIX PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

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

2. DEFINITIONS

The definitions applicable to this Appendix, to the extent not found herein, can be found in the Appendix GT&C.

3. RESERVED FOR FUTURE USE.

4. GENERAL DESCRIPTION OF OFFERING

4.1 **SBC-13STATE** will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.

4.2 **Scope:** Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within **SBC-13STATE** Premises as defined in Appendix GT&C. **LEVEL 3** 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 4.3, following. **SBC-13STATE** will provide caged, shared caged, shared common, cageless, and other Physical Collocation arrangements within its Premises. When space is Legitimately Exhausted inside an Premises, **SBC-13STATE** will permit collocation in Adjacent Structures located on **SBC-13STATE**'s property in accordance with this Appendix so that **LEVEL 3** will have a variety of collocation options from which to choose.

4.3 **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 Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act and lawful and effective FCC rules and associated 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 the Act, respectively.

4.4 This Appendix contains the sole and exclusive terms and conditions pursuant to which **LEVEL 3** will obtain physical collocation from **SBC-13STATE** pursuant to 47 U.S.C. § 251(c)(6). For the term of this Agreement, **SBC-13STATE** will process any **LEVEL 3** order for any 251(c)(6) physical collocation as being

submitted under this Appendix. In addition, **SBC-13STATE** will, starting on the Effective Date of this Agreement, bill any existing section 251(c)(6) physical collocation arrangements that were provided under tariff prior to the Effective Date at the prices that apply under this Agreement. **SBC-13STATE** will not impose any charge(s) for performing such conversion(s), and the conversions will affect only pricing.

4.5 Types of Available Physical Collocation Arrangements

SBC-13STATE will make each of the arrangements outlined below available within its Premises in accordance with this Appendix so that **LEVEL 3** will have a variety of collocation options from which to choose:

4.5.1 Caged Physical Collocation

The Caged Collocation option provides **LEVEL 3** with an individual enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Premises to be used by **LEVEL 3** for the sole purpose of installing, maintaining and operating **LEVEL 3**-provided equipment.

4.5.1.1 **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, **LEVEL 3** 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 the Collocation Rate Summary attached to this Appendix and incorporated herein by this reference.

4.5.1.2 When **LEVEL 3** constructs its own cage and related equipment, **LEVEL 3** will not be subject to the Cage Preparation Charges as set forth in Section 20 following.

4.5.1.3 **LEVEL 3** must comply with all methods, procedures and guidelines followed by **SBC-13STATE** in constructing such an arrangement. **LEVEL 3** 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 this Appendix will apply. If **LEVEL 3** 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 20.2.2.2.2 following applies.

4.5.2 Caged Shared Collocation

SBC-13STATE will provide Caged Shared Collocation as set forth in this Section 4.5.2 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 4.5.2.2 following. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.

4.5.2.1 **LEVEL 3** 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, via Augment Application, 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**.

4.5.2.2 **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.

4.5.2.3 **SBC-13STATE** will not place unreasonable restrictions on **LEVEL 3**'s use of a cage, and as such will allow **LEVEL 3** to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, **LEVEL 3** 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 **LEVEL 3**.

4.5.3 Cageless Physical 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 Legitimately Exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Appendix GT&C. Under this arrangement, **SBC-13STATE** will provide space in single bay increments, including available space adjacent to or next to **SBC-13STATE**'s equipment. **LEVEL 3** 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 **LEVEL 3** 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 4.11 of this Appendix. Accordingly, **SBC-13STATE** will not provide **LEVEL 3**'s personnel or agents with direct access to **SBC-13STATE**'s main distribution frame

4.5.4 Caged Common Collocation

SBC-13STATE will provide Caged Common Collocation as set forth in the following.

4.5.4.1 **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 Premises 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.

4.5.4.2 Reserved for Future Use.

4.5.4.3 When these criteria have been met, **SBC-13STATE** will construct a common cage minimum of five hundred and fifty (550) sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed five hundred and fifty (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 Sections 20.2 of this Appendix.

4.5.5 **SBC-13STATE** will provide other collocation arrangements as required by FCC rules or state commissions. 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 Premises that such an arrangement is technically feasible

4.5.5.1 **LEVEL 3** must comply with all methods, procedures and guidelines followed by **SBC-13STATE** in constructing such an arrangement. **LEVEL 3** 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 this Appendix will apply. If **LEVEL 3** 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 20.2.2.2.2.1 following applies.

4.6 Reserved for future use.

4.7 Reserved for future use.

4.8 Cross-connects between **LEVEL 3** and other telecommunication carriers collocated at **SBC-13STATE** premises will be allowed in accordance with applicable state and federal law, rules and regulations. **SBC-13STATE** will offer **LEVEL 3** the following methods of collocating cross-connects:

4.8.1 **SBC-13STATE** will extend **SBC-13STATE** UNEs requiring cross connection to **LEVEL 3**'s or another carrier's POT when **LEVEL 3** is Physically Collocated, in a Caged or Shared Cage Arrangement, within the same Central Office where the UNEs which are to be combined are located.

4.8.2 **SBC-13STATE** will extend **SBC-13STATE** UNEs that require cross connection to **LEVEL 3**'s UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

4.8.3 **SBC-13STATE** will extend **SBC-13STATE** UNEs to **LEVEL 3**'s or another carrier's UNE frame that is located outside the **SBC-13STATE** Central Office where the UNEs are to be combined (e.g., in an enclosure,

such as a cabinet provided by **SBC-13STATE** on **SBC-13STATE** property).

4.9 Reserved for future use.

4.10 **SBC-13STATE** shall permit **LEVEL 3** to place its own connecting transmission facilities, subject to compliance with reasonable safety limitations, within **SBC-13STATE**'s Premises in **LEVEL 3**'s Physical Collocation space, without requiring **LEVEL 3** to purchase any equipment or connecting facilities solely from **SBC-13STATE**.

4.11 Security

4.11.1 **LEVEL 3** will conduct background checks of its personnel and technicians who will have access to the collocation space. **LEVEL 3** technicians will be security-qualified by **LEVEL 3** and will be required to be knowledgeable of **SBC-13STATE** security standards.

4.11.2 **LEVEL 3** 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 **LEVEL 3** to receive security training from **SBC-13STATE**, but will provide information to **LEVEL 3** on the specific type of training required.

4.11.3 **LEVEL 3** 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.

4.11.4 **LEVEL 3** and **SBC-13STATE** will each establish disciplinary procedures up to and including dismissal or denial of access to the Premises and other property of **SBC-13STATE** for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of **LEVEL 3** or **SBC-13STATE** in jeopardy. The following are actions that could damage or place the Premises, or the network or the personnel of **LEVEL 3** or **SBC-13STATE** in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Premises and other **SBC-13STATE** property:

4.11.4.1 theft or destruction of **SBC-13STATE**'s or **LEVEL 3**'s property;

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

4.11.4.3 threats or violent acts against other persons on **SBC-13STATE** property;

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

4.11.4.5 Permitting unauthorized persons access to **SBC-13STATE** or **LEVEL 3**'s equipment on **SBC-13STATE** property; and

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

4.11.5 In addition, **LEVEL 3** and **SBC-13STATE** will take appropriate disciplinary steps as determined by each Party to address any violations reported by **SBC-13STATE** or **LEVEL 3** 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 **LEVEL 3** at no charge. Provided, however, that if said policy or practice is different from the policies and practices in the version of the Handbook that was in effect as of August 1, 2004, then any such appropriate disciplinary steps shall be subject to the mutual agreement of the parties.

4.11.5.1 Prior to any permanent denial of access, either **SBC-13STATE** or **LEVEL 3** may request a meeting to address the circumstances.

4.11.6 **LEVEL 3** will provide indemnification as set forth in Section 15 of this Appendix and insurance as set forth in Section 18 of this Appendix to cover any damages caused by **LEVEL 3**'s technicians at a level commensurate with the indemnification and insurance provided by **SBC-13STATE**-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to **SBC-13STATE** as well.

4.11.7 **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 Premises to separate its equipment, **SBC-13STATE** may recover the costs (as reasonably allocated to each affected collocator) 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 Premises**.** 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 Premises and any other reasonable security measure for such Premises**.**

4.11.7.1 **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.

4.11.7.2 **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.

4.11.7.3 **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 Premises.

4.11.7.4 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.

4.11.7.5 **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 Premises to separate its equipment and then recover the cost from collocators.

4.11.7.6 If **SBC-13STATE** elects to erect an interior security partition and recover the cost, it must demonstrate to **LEVEL 3** 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.

4.12 Relocation

4.12.1 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 Premises to another Premises, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Premises, **LEVEL 3** 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 **LEVEL 3** is required to relocate under this Section, **LEVEL 3** will not be required to pay any Planning Fee or application fees associated with arranging for new space. **LEVEL 3** 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 Premises 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, **LEVEL 3**'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.

4.12.2 If **SBC-13STATE** determines that **LEVEL 3** must relocate due to any of the above reasons, **SBC-13STATE** will make all reasonable efforts to minimize disruption of **LEVEL 3**'s services. In addition, the costs of the move will be shared equally by **SBC-13STATE** and **LEVEL 3**, unless the Parties agree to a different financial arrangement.

4.12.3 If **LEVEL 3** requests that the Dedicated Space be moved within the Premises in which the Dedicated Space is located, to another Premises, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Premises, **SBC-13STATE** shall permit **LEVEL 3** to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. **LEVEL 3** 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 Premises (where applicable) shall be deemed the Premises in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

5. SPACE AVAILABILITY

5.1 Adjacent Space Collocation – Where Physical Collocation space within **SBC-13STATE** Premises is Legitimately Exhausted, as that term is defined in Appendix GT&C, **SBC-13STATE** will permit **LEVEL 3** to physically collocate on **SBC-13STATE**'s property in adjacent controlled environmental vaults 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 **LEVEL 3**. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by **LEVEL 3**. **SBC-13STATE** will offer the following increments of power to the Adjacent On-site 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, 2-300 Amp Power Feeds, and 2-400 Amp Power Feeds to the adjacent structure from the Central Office Power source. At its option, **LEVEL 3** 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 **LEVEL 3** 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 **LEVEL 3**. **LEVEL 3** 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.

5.1.1 The Adjacent Off-site Arrangement is available if **LEVEL 3**'s site is located on a property that is contiguous to or within one standard city block of the **SBC-13STATE** Central Office or Premises. Such arrangement shall be used for interconnection and access to Lawful UNEs. When **LEVEL 3** elects to utilize an Adjacent Off-site Arrangement,

LEVEL 3 shall provide both the AC and DC power required to operate such facility. **LEVEL 3** 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. **LEVEL 3** may subscribe to facilities available in the UNE rate schedule of **LEVEL 3**'s Agreement.

5.1.2 At the time **LEVEL 3** requests this Arrangement, **LEVEL 3** 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, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site facility will be connected with **SBC-13STATE**'s facilities, to **LEVEL 3** within ten (10) days receipt of the Application. **SBC-13STATE** shall make best efforts to meet the time intervals requested by **LEVEL 3**. If **SBC-13STATE** cannot meet **LEVEL 3**'s proposed deadline, shall provide detailed reasons as well as proposed provisioning intervals.

5.1.3 In the event that interior space in an Premises becomes available, **SBC-13STATE** will provide the option to **LEVEL 3** to relocate its equipment from an Adjacent On-site or an Adjacent Off-site facility into the interior space. In the event that **LEVEL 3** chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Premises will apply.

5.2 In responding to an application request if space is not available, **SBC-13STATE** will notify **LEVEL 3** 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.

5.2.1 When space for Physical Collocation in a particular Premises is not available, **SBC-13STATE** shall place **LEVEL 3** on the waiting list for collocation in a particular Premises according to the date on which **LEVEL 3** submitted its application for Physical Collocation in that Premises.

5.2.2 In the event **SBC-13STATE** denies **LEVEL 3**'s request and **LEVEL 3** disputes the denial, **LEVEL 3** may request a tour of the Premises 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.

5.2.3. **SBC-13STATE** will file a copy of the notification letter denying **LEVEL 3**'s request with the appropriate Commission. In the event of a denial, **SBC-13STATE** will concurrently submit to both the appropriate Commission and **LEVEL 3**, 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 **LEVEL 3**, the total amount of space at the premises, detailed floor plans, 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.

5.2.4 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated Company representative and the designated agent for **LEVEL 3**, who will participate in the tour.

5.2.5 If **LEVEL 3**'s agent believes, based on the inspection tour of the Premises facilities, that the denial of Physical Collocation space is insupportable, **LEVEL 3**'s agent shall promptly so advise **SBC-13STATE**. **LEVEL 3** and **SBC-13STATE** shall then each concurrently prepare a report detailing its own findings of the inspection tour. **LEVEL 3** and **SBC-13STATE** reports shall be concurrently served on each other and submitted to the appropriate 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.

5.2.6 **SBC-13STATE** will provide all relevant documentation to **LEVEL 3**'s 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 **LEVEL 3**'s agent on the inspection tour.

5.3 **SBC-13STATE** shall maintain a publicly available document for viewing on the Internet indicating its Premises, 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 Premises 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.

5.4 **SBC-13STATE** will submit to a requesting carrier a report indicating **SBC-13STATE**'s available collocation space in a particular **SBC-13STATE** Premises

upon request. This report will specify the amount of collocation space available at each requested Premises, the number of collocators, and any modifications in the use of the space since the last report. 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

Should **LEVEL 3** 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.

5.5 To the extent possible, **SBC-13STATE** will make contiguous space available to **LEVEL 3** if **LEVEL 3** seeks to expand an existing Physical Collocation arrangement and if such request meets **SBC-13STATE**'s non-discriminatory practices regarding efficient space utilization.

5.6 **SBC-13STATE** may retain, for a certain period a limited amount of floor space for **SBC-13STATE**'s own specific future uses on terms no more favorable to **SBC-13STATE** or its affiliates than those that apply to other telecommunications carriers, including **LEVEL 3**, seeking to reserve Collocation space for their own future use. With the exception of space needed by **SBC-13STATE** for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable state or federal rule, order, law or award, **SBC-13STATE** will relinquish any space held for its future use before denying a request for Physical Collocation on grounds of space limitations. However, if **SBC-13STATE** demonstrates to the applicable state commission that Physical Collocation is not technically feasible, and that space does not exist, **SBC-13STATE** will not be obligated to provide Physical Collocation and the Parties will attempt to reach a mutually agreeable alternative method of interconnection.

At the request of the applicable state commission or **LEVEL 3**, **SBC-13STATE** shall remove any unused obsolete equipment (e.g., "retired in-place") from its premises.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the FTA 96, 47 C.F.R § 51.323 of the FCC's rules, and all applicable state and federal laws, **LEVEL 3** may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all applicable state and federal laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402 of the FCC's rules, and all applicable state and federal laws and regulations.

6.1.1 **SBC-13STATE** will also permit **LEVEL 3** to place equipment ancillary to its equipment collocated pursuant to the foregoing, including cross-connections and other simple frames, routers, portable test equipment, and equipment racks and bays, on a non-discriminatory.

6.2 Reserved for future use.

6.3 Reserved for future use.

6.4 Reserved for future use.

6.5 Reserved for future use.

6.6 Reserved for future use.

6.7 Reserved for future use.

6.8 Reserved for future use.

6.9 Reserved for future use.

6.10 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of **LEVEL 3**'s equipment and facilities in **LEVEL 3**'s Physical Collocation space.

6.11 All types of network equipment placed in **SBC-13STATE** Premises by **SBC-13STATE** or **LEVEL 3** must meet the **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) **LEVEL 3**'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) **LEVEL 3** must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC central office (including **SBC-13STATE**) prior to January 1, 1998, with no known history of safety problems.

6.12 In the event that **SBC-13STATE** denies Collocation of **LEVEL 3**'s equipment, citing that such equipment does not meet acceptable safety standards, **SBC-**

13STATE will provide, within five (5) business days of **LEVEL 3**'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. In addition to this list, **SBC-13STATE** also will provide an affidavit attesting that all of the **SBC-13STATE** equipment on the list met or exceeded the then-current minimum safety standards when such equipment was placed in the Premises. The affidavit must set forth in detail the exact safety requirement(s) that **LEVEL 3**'s equipment does not satisfy, **SBC-13STATE**'s basis for concluding that **LEVEL 3**'s equipment does not meet this safety requirement(s), and **SBC-13STATE**'s basis for concluding why collocation of equipment not meeting this safety requirement(s) would compromise network safety.

6.13 In the event that **LEVEL 3** submits an application requesting collocation of certain equipment and **SBC-13STATE** determines that such equipment is not necessary for interconnection or access to UNEs within the meaning of Section 6.1 above or determines that **LEVEL 3**'s equipment does not meet the minimum safety standards identified in Section 6.11 above or any other requirements of this Appendix, **LEVEL 3** must not collocate the equipment unless and until the dispute is resolved in its favor. In the event that **LEVEL 3** equipment is already collocated improperly then (i) if the equipment does not meet minimum safety standards **LEVEL 3** will within ten days either bring the equipment into compliance with such safety standards or remove the equipment from the collocation space; and (ii) if the equipment does meet minimum safety standards, then **LEVEL 3** will within thirty days either bring the equipment into compliance with all material requirements of this appendix that the equipment must meet in order to be eligible for collocation or remove the equipment from the collocation space.

6.14 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to **SBC-13STATE** personnel, network or facilities, including the Premises, or those personnel, network or facilities 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 Premises in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Premises 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.

7. DEDICATED COLLOCATION SPACE CHARGES

7.1 Physical Collocation Application

As provided in this Appendix, **SBC-13STATE** shall notify **LEVEL 3** 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

7.1.1 **SBC-13STATE** shall refund the applicable fees if it is unable to provision the collocation space to **LEVEL 3**'s specifications, and as a result, **LEVEL 3** does not take occupancy of the space.

7.1.2 If **SBC-13STATE** determines that **LEVEL 3**'s Physical Collocation Application is unacceptable, **SBC-13STATE** shall advise **LEVEL 3** of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide **LEVEL 3** with sufficient detail so that **LEVEL 3** has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, **LEVEL 3** must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes requested by **LEVEL 3** and not resulting from a request of **SBC-13STATE**, to the amount or type of floor space, interconnection terminations, and power 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.

7.2 **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 Premises in which the Dedicated Space is located. **SBC-13STATE** will permit **LEVEL 3** to review the contractor invoices. **LEVEL 3** will be permitted to contract its own work for the preparation activities within **LEVEL 3**'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 **LEVEL 3** 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

7.3 Recurring/Non-Recurring charges

LEVEL 3 shall pay **SBC-13STATE** all associated non-recurring and recurring charges for use of the Dedicated Collocation Space. These charges may be generated on an ICB basis or may be contained in the Appendix Pricing attached. The recurring monthly charges for each Dedicated Collocation Space shall be as set forth in this Agreement for the term of this ICA unless modified upon re-

negotiation of the ICA and/or pursuant to a state or federal commission order, regulation or law.

7.3.1 Monthly Charges

7.3.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after **LEVEL 3** 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 the Collocation Rate Summary of this Appendix for use of the Dedicated Space.

7.3.1.2 Billing of monthly recurring charges 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 **LEVEL 3**.

7.3.2 Nonrecurring Charges

7.3.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Premises.

7.3.2.2 SBC will use best efforts to provide **LEVEL 3** with the billing for all costs incurred in the establishment of Physical Collocation within one hundred eighty (180) days of the billing cycle. The Parties agree that backbilling will apply according to Section 8.11 of the General Terms and Conditions contained within this Agreement.

7.3.3 ICBs

An ICB quote is prepared by **SBC-13STATE** to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space where a state specific rate element does not exist in*0020*the attached Appendix Pricing. This ICB quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request ("BFR") process used to request UNEs or other unique items not contained in **LEVEL 3**'s ICA.

7.3.4 The Collocator has sixty-five (65) calendar days 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.

7.4 **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 Premises 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 Premises. 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 Premises and any other reasonable security measure for such Premises.

7.5 **LEVEL 3** 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.**

7.6 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, to all existing **LEVEL 3** collocation arrangements, including those established before the Effective Date. 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.

The fact that **SBC-13STATE** may have additional work to perform after **LEVEL 3** completes its work shall not bar the start of such recurring charges, provided that the remaining work to be completed by **SBC-13STATE** does not materially impair **LEVEL 3** from operating in the space.

8. USE OF DEDICATED COLLOCATION SPACE

8.1 Nature of Use – As provided in Section 6.1 above, **LEVEL 3** may collocate equipment "necessary for interconnection or access to unbundled network elements." Consistent with the nature of the Premises and the environment of the Dedicated Collocation Space, **LEVEL 3** shall not use the Dedicated Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by Collocation shall be permitted on the Premises or on the grounds surrounding the Building.

8.2 Reserved for future use.

8.3 A complete and accurate list of all the equipment and facilities that **LEVEL 3** 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. **LEVEL 3** 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.

8.4 Reserved for future use.

8.5 Reserved for future use.

8.6 **SBC-13STATE** will not delay **LEVEL 3** employee's entry into an Premises containing its collocated equipment or its access to its collocated equipment. **SBC-13STATE** will provide **LEVEL 3** with reasonable access to restroom facilities and parking. All access is provided subject to compliance by **LEVEL 3**'s employees, agents and contractors with **SBC-13STATE**'s policies and practices pertaining to fire, safety and security (i.e., **LEVEL 3** must comply with Section 6.11 of this Appendix).

8.6.1 Upon the discontinuance of service, **LEVEL 3** shall surrender the Dedicated Space or land for an adjacent structure to **SBC-13STATE**, in the same condition as when first occupied by **LEVEL 3**, except for ordinary wear and tear.

8.7 **Threat to Personnel, Network or Facilities:** **LEVEL 3** equipment, operating practices, or other activities or conditions attributable to **LEVEL 3** that represent a demonstrable threat to **SBC-13STATE**'s network, equipment, or facilities, including the Premises, or to the network, equipment, or facilities of any person or entity located in the Premises, are strictly prohibited.

8.8 **Interference or Impairment:** Operation of any equipment, facilities or any other item placed in the Dedicated Collocation Space shall not interfere with or impair service over **SBC-13STATE**'s network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located within the Premises; create hazards for or cause damage to those networks, equipment, or facilities, the Dedicated Collocation Space, or the Premises; impair the privacy of any communications carried in, from, or through the network, equipment or facilities of the Dedicated Collocation Space or the Premises; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

8.9 **Alterations:** In no case shall **LEVEL 3** or any person acting through or on behalf of **LEVEL 3** make any arrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Premises in which the Dedicated Space is located without the advance written permission of **SBC-13STATE**, which permission shall not be unreasonably withheld. The cost of any **SBC-**

13STATE provided construction shall be paid by **LEVEL 3** in accordance with **SBC-13STATE**'s custom work order process.

8.10 The SBC ILEC's Interconnector's Collocation Services Handbook or like document, standards and requirements for equipment and facility installations, and the TP 76200MP standards are not incorporated herein but are available on the appropriate **SBC-13STATE** CLEC ONLINE Website.

8.11 When **LEVEL 3**'s Physical Collocation arrangement is within the Premises, **LEVEL 3** may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). **SBC-13STATE** will provide the necessary backup power to ensure against power outages.

8.12 **LEVEL 3** 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 **LEVEL 3** 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.

8.13 **LEVEL 3** 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 **LEVEL 3**-provided facilities through the cable vault to the Dedicated Space. **SBC-13STATE** will inform **LEVEL 3** in writing (or email) of the length of slack cable that **SBC-13STATE** requires in order to fully extend **LEVEL 3-**provided facilities through the cable vault to the Dedicated Space no later than 60 days after **LEVEL 3** has placed the application for such entrance facilities.

8.14 Demarcation Point - A Point of Termination (POT) Frame is not required as the demarcation point. However, **LEVEL 3** 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 Premises. If **LEVEL 3** elects not to provide a POT Frame, **SBC-13STATE** will hand off the Interconnection Arrangement(s) cables to **LEVEL 3** at its equipment.

9. OPERATIONAL RESPONSIBILITIES

9.1 **SBC-13STATE** is responsible for providing **LEVEL 3** 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, **LEVEL 3** will have access to its collocated

equipment in the Premises twenty-four (24) hours a day, seven (7) days a week and **SBC-13STATE** will not delay **LEVEL 3**'s entry into an Premises.

9.1.1 **LEVEL 3** is responsible for providing to **SBC-13STATE** personnel a contact number for **LEVEL 3** 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.

9.1.2 **SBC-13STATE** shall maintain for the Premises 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 **LEVEL 3** for its administrative use within its Dedicated Space will be provided in accordance with applicable **SBC-13STATE** tariffs.

9.2 **LEVEL 3** 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 restoration. In addition, **LEVEL 3** will provide written notification within 24 hours. When trouble has been identified, **LEVEL 3** is responsible for providing trouble status reports, when requested by **SBC-13STATE**.

9.2.1 **SBC-13STATE** is responsible for making best efforts to provide prompt verbal notification to **LEVEL 3** of significant outages or operations problems which could impact or degrade **LEVEL 3**'s network, switches or services, with an estimated clearing time for restoration. 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 when requested by **LEVEL 3**.

9.3 **Fiber Optic Cable Entrances**

SBC-13STATE shall provide an interconnection point or points, physically accessible by both **SBC-13STATE** and **LEVEL 3** (typically a **SBC-13STATE** manhole) at which **LEVEL 3** fiber optic cable can enter the Premises, provided that **SBC-13STATE** will designate interconnection points as close as reasonably possible to the Premises.

9.3.1 **LEVEL 3** is responsible for bringing its fiber optic entrance cable to an accessible point outside of the Premises designated by **SBC-13STATE**, and for leaving sufficient cable length in order for **SBC-13STATE** to fully extend such **LEVEL 3** - provided cable to the Dedicated Space. **LEVEL 3** 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 **LEVEL 3** 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.

9.3.2 **SBC-13STATE** shall provide a minimum of two separate points of entry into the Premises 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 Premises 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 **LEVEL 3** 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 **LEVEL 3** in **LEVEL 3**'s written request, **LEVEL 3** 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 **LEVEL 3** in the first twelve (12) months.

9.4 Regeneration may be required for collocation in an Adjacent Structure if the cabling distance between **LEVEL 3**'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 **LEVEL 3** specifically requests regeneration. **LEVEL 3** will provide regeneration at its own expense.

9.5 **Removal:** **LEVEL 3** is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Premises 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 **LEVEL 3** 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 then applicable hourly rate for custom work. **LEVEL 3** will hold **SBC-13STATE** harmless from the failure to return any such equipment, property or other items.

9.6 **LEVEL 3**'s Equipment and Facilities: **LEVEL 3** is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. **LEVEL 3** 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:

9.6.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.3.1;

9.6.2 its equipment**;**

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

9.6.4 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 **LEVEL 3** and only if and as required; and

9.6.5 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.

9.7 All types of network equipment placed in **SBC-13STATE** network equipment areas of Premises by **SBC-13STATE** or **LEVEL 3** must meet **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) **LEVEL 3**'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) **LEVEL 3** 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. **LEVEL 3** 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.

9.8 **SBC-13STATE** is responsible for coordinating with **LEVEL 3** to ensure that services are installed in accordance with the service request.

9.9 When **LEVEL 3**'s Physical Collocation arrangement is within the Premises, **LEVEL 3** may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). **SBC-13STATE** will provide the necessary backup power to ensure against power outages.

9.10 **SBC-13STATE** will not delay a **LEVEL 3** employee's entry into an Premises containing its collocated equipment or its access to its collocated equipment. **SBC-13STATE** will provide **LEVEL 3** with reasonable access to restroom facilities and parking. All access is provided subject to compliance by **LEVEL**

3's employees, agents and contractors with **SBC-13STATE**'s policies and practices pertaining to fire, safety and security (i.e., **LEVEL 3** must comply with Section 6.11 of this Appendix).

9.11 **SBC-13STATE** shall ensure that the construction of Dedicated Space and the Premises comply with all applicable fire and safety codes. The preparation shall be arranged by **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

10. TESTING AND ACCEPTANCE

10.1 Upon **LEVEL 3**'s request, which request shall be made no later than ten (10) business days before the end of the Delivery Interval, **LEVEL 3** 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 **LEVEL 3**. 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 **LEVEL 3**'s Physical Collocation request shall be at **SBC-13STATE**'s expense. Monthly recurring charges shall not commence until **SBC-13STATE** has made its corrections and **LEVEL 3** has completed a follow-up acceptance walk-through.

11. DELIVERY INTERVALS

11.1 **SBC-13STATE** will provide Physical Collocation arrangements in Premises on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Premises, **LEVEL 3** 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).

11.1.1 **LEVEL 3**, wishing **SBC-13STATE** to consider multiple methods for collocation in an Premises 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 **LEVEL 3** provides adequate information and its preferences with its application, **SBC-13STATE** would not require an additional application, nor would **LEVEL 3** be required to restart the quotation interval should its first choice not be available in an Premises**.** If **LEVEL 3** 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 **LEVEL 3**'s requested collocation method due to space constraints and **LEVEL 3** determines that it wishes **SBC-13STATE** to consider an alternative method of collocation, **LEVEL 3** would be required to submit an additional application. This would not result in incremental application costs to **LEVEL 3** as its initial Planning Fee would be returned due to the denial. However, it would restart the collocation quotation intervals. Upon receipt of **LEVEL 3**'s application and initial Planning Fee payment, **SBC-13STATE** will begin development of the quotation. **SBC-13STATE** will advise **LEVEL 3** of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 11.1.3 will apply where multiple applications are received). **SBC-13STATE** will allow **LEVEL 3** to retain its place in the collocation queue so long as **LEVEL 3** cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

11.1.2 In responding to an application request, if space is available, **SBC-13STATE** shall advise **LEVEL 3** 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 **LEVEL 3** the type of Physical Collocation to be ordered.

11.1.3 Should multiple applications be submitted by **LEVEL 3** within a ten (10) calendar day period, the following quotation intervals will apply: (SEE table)

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

11.1.4 Should **LEVEL 3** 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.

11.1.5 **SBC-13STATE** will complete construction of Cageless Collocation in Premises such as CEVs, Huts and Vaults in ninety (90) days from the receipt of **LEVEL 3**'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 Premises apply where **LEVEL 3** 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 Premises where **LEVEL 3** 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.

11.2 Augments

11.2.1 **SBC-13STATE** will provide a reduced interval for **LEVEL 3** with existing Physical Collocation space when it requests the following interconnection augments for that existing space. **LEVEL 3** 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 fifty percent (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 **LEVEL 3**'s point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

11.2.1.1 A sixty (60) calendar day interval will apply only when **LEVEL 3** requests any of the following augments; 1) **SBC-13STATE** will perform a cage expansion of 300 square feet or less immediately adjacent to **LEVEL 3**'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 **LEVEL 3** and another Collocator provided **LEVEL 3** 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.

11.2.1.2 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 **LEVEL 3** to submit an application. The price quote will contain the charges and the construction interval for that application.

11.2.1.3 The construction interval for these other augments will not exceed ninety (90) days. **SBC-13STATE** will work

cooperatively with **LEVEL 3** to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

11.2.1.4 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) Connections will be provided to **LEVEL 3** by **SBC-13STATE**.

11.2.2 All revisions to an initial request for a Physical Collocation arrangement submitted by **LEVEL 3** 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 ten percent (10%) or more of the square footage of the cage area requested; and 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. **LEVEL 3** 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.

11.2.3 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with **LEVEL 3** to negotiate a mutually agreeable delivery interval.

11.3 **LEVEL 3** 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 **LEVEL 3**'s applications.

11.4 Any major revision to an application will be treated as a new application following the guidelines in Section 11.2.2 following and will be subject to the time intervals set forth above.

12. RESERVED FOR FUTURE USE

13. CASUALTY LOSS

13.1 Damage to Dedicated Space

If the Dedicated Space is damaged by fire or other casualty that is not the result of **LEVEL 3**'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 **LEVEL 3** 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 **LEVEL 3** within thirty (30) business days following such occurrence that **LEVEL 3**'s use of the Dedicated Space will terminate as of the date of such damage. Upon **LEVEL 3**'s election, **SBC-13STATE** must provide to **LEVEL 3**, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.

13.1.1 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 **LEVEL 3** by **SBC-13STATE**.

13.2 Damage to Premises

In the event that the Premises 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 in such Premises by giving **LEVEL 3** ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

14. LIMITATION OF LIABILITY

14.1 Limitation - 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 in the course of furnishing Collocation Service pursuant to the Agreement, the liability of either **SBC-13STATE** or **LEVEL 3**, if any, shall not exceed an amount equivalent to the proportionate monthly charge to **LEVEL 3** for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

14.1.1 Neither **SBC-13STATE** nor **LEVEL 3** shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

14.1.2 The liability of **SBC-13STATE** or **LEVEL 3** for its willful misconduct or gross negligence if any**,** is not limited by this Appendix.

14.2 Third Parties

14.2.1 **SBC-13STATE** also may provide space in or access to the Premises to other persons or entities ("Others"), which may include competitors of **LEVEL 3**; 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 **LEVEL 3**'s equipment and facilities.

14.2.2 In addition to any other applicable limitation, neither **SBC-13STATE** nor **LEVEL 3** 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 gross negligence or willful actions by either **SBC-13STATE** or **LEVEL 3** or its agents or employees.

15. INDEMNIFICATION OF SBC-13STATE

15.1 The parties' conduct under this agreement shall be subject to the Indemnity provisions of the General Terms and Conditions.

16. OSHA STATEMENT

16.1 **LEVEL 3** 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.

17. CONSTRUCTION NOTIFICATION

17.1 **SBC-13STATE** will notify **LEVEL 3** prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of **LEVEL 3**'s Dedicated Space with potential to disrupt **LEVEL 3**'s services. **SBC-13STATE** will provide such notification to **LEVEL 3** at least twenty (20) business days before the scheduled start date of such major construction activity. **SBC-13STATE** will inform **LEVEL 3** as soon as practicable by telephone of all emergency-related activities that **SBC-13STATE** or its subcontractors are performing in the general area of **LEVEL 3**'s Dedicated

Space, or in the general area of the AC and DC power plants which support **LEVEL 3**'s equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that **LEVEL 3** may take reasonable actions necessary to protect **LEVEL 3**'s Dedicated Space.

18. INSURANCE

18.1 **LEVEL 3** agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:

18.1.1 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.

18.1.2 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; $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.

18.1.3 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.

18.1.4 All Risk Property coverage on a full replacement cost basis insuring all of **LEVEL 3**'s personal property situated on or within the Premises or the Dedicated Space. **LEVEL 3** 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 **LEVEL 3** or located on or in the space at the request of **LEVEL 3** 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.

18.1.5 Property insurance on **LEVEL 3**'s fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any

rights of **LEVEL 3** against **SBC-13STATE** for damage to **LEVEL 3**'s fixtures or personal property are hereby waived. **LEVEL 3** 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. This provision is reciprocal to **SBC-13STATE.**

18.1.6 **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.

18.1.7 **LEVEL 3** must provide a certificate of insurance to SBC stating the types of insurance and policy limits that apply to the collocation space sought in any particular collocation application before SBC will commence work on that application. These insurance provisions and requirements are reciprocal to **SBC-13STATE** as well. Notwithstanding any other provision in this Appendix, no interval provided for in this Appendix shall begin if Level 3 has not provided the required certificate of insurance.

18.1.8 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."

18.1.9 **LEVEL 3** shall also require all contractors who may enter the Premises to maintain the same insurance requirements listed above.

19. PROTECTION OF SERVICE AND PROPERTY

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

19.2 **SBC-13STATE** shall furnish **LEVEL 3** with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured **LEVEL 3** space in central offices. In the event of an emergency, **LEVEL 3** shall contact a SPOC provided by **SBC-13STATE** for access to spaces which house or contain **LEVEL 3** equipment or equipment enclosures. **LEVEL 3** 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 **LEVEL 3**'s entry into an Premises or access to its collocated equipment. **SBC-13STATE** will provide **LEVEL 3** with reasonable access to restroom facilities and parking. **LEVEL 3** will also have reasonable access to **LEVEL 3**'s collocation space during construction.

19.3 **SBC-13STATE** shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house **LEVEL 3** equipment or equipment enclosures.

19.4 **SBC-13STATE** shall use best efforts to provide notification within two (2) hours to designated **LEVEL 3** personnel to indicate an actual security breach of **LEVEL 3**'s dedicated or adjoining collocation space.

19.5 **SBC-13STATE** shall be responsible for the security of the Premises. If a security issue arises or if **LEVEL 3** believes that **SBC-13STATE**'s security measures are unreasonably lax, **LEVEL 3** shall notify **SBC-13STATE** and the Parties shall work together to address the problem.

19.6 **LEVEL 3** shall limit access to **LEVEL 3** employees directly to and from the Dedicated Space and will not enter unauthorized areas under any circumstances.

19.7 Other than the security restrictions described herein, **SBC-13STATE** shall place no restriction on access to **LEVEL 3**'s central office Dedicated Collocation Space by **LEVEL 3**'s employees and designated agents. **SBC-13STATE** will not impose unreasonable security restrictions for the Premises, including the Dedicated Collocation Space.

20. RATE REGULATIONS

20.1 Determination of Charges Not Established in Collocation Rate Summary (Custom Work Charges).

20.1.1 Rate Elements - In the event that **SBC-13STATE** seeks to impose a rate element or charge to **LEVEL 3** 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.

20.1.2 In the event **LEVEL 3** disputes the rate element or charge proposed by **SBC-13STATE** that is not specifically provided for in this Appendix or in the Pricing Schedule, **LEVEL 3** shall notify **SBC-13STATE** of its dispute with the proposed charge in writing.

20.2 Rate Elements

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 **LEVEL 3**'s request for the Physical Collocation arrangements. The initial Planning Fee will apply to **LEVEL 3**'s Physical Collocation request. In addition, a nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, 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 additions to the initial request, such as the addition of **LEVEL 3**-provided equipment that requires **SBC-13STATE** to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request 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 **LEVEL 3** with an individual enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Premises to be used by **LEVEL 3** for the sole purpose of installing, maintaining and operating **LEVEL 3**-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, **LEVEL 3** 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., fifty (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 **LEVEL 3** constructs its own cage and related equipment, **LEVEL 3** will not be subject to the Cage Preparation Charge as set forth in this Appendix. **LEVEL 3** 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 this Appendix preceding will apply.

20.2.2.1.4 If **LEVEL 3** 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 the Collocation Rate Summary of this Appendix applies.

20.2.2.1.4.1 Premises 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 nonrecurring costs 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 costs incurred by **SBC-13STATE** to secure its equipment contained within Premises. 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 **LEVEL 3** making the request. Rates and charges are as found in the Collocation Rate Summary.

- 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 REMOTE SWITCH MODULE (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 Premises to be used by **LEVEL 3** for the sole purpose of installing, maintaining and operating **LEVEL 3**-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. **LEVEL 3** 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 **CLEC** 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 **CLEC** will be based upon the number of frames used by each **CLEC**.

20.2.2.2.2.1 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

20.2.2.2.2.2 Site Conditioning Charge

Consists of the following and represents nonrecurring costs 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 costs incurred by **SBC-13STATE** to secure its

equipment contained within the used space of the Premises. 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 Premises 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 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.

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 Premises 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 nonrecurring costs 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.

20.2.2.3.6.4 Safety and Security

This charge represents costs incurred by **SBC-13STATE** to secure its equipment contained within the Premises. 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

20.2.2.3.6.4.1 In the event **SBC-13STATE** elects to erect an interior security partition in a given Premises to separate its equipment, the lesser of the costs of the partition or a security camera system for such Premises 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 Premises and a security camera system for such Premises. Construction of

interior security partition shall not impair access to telecommunications carriers equipment that is collocated under cageless option.

20.2.2.3.6.5 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:

- grounded wire partition
- Door key set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

20.2.2.3.6.6 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 REMOTE SWITCH MODULE (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 **LEVEL 3** for its power arrangement. By way of example, where **LEVEL 3** 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 **LEVEL 3** 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 Premises 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, 2-50 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 **LEVEL 3** 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 Premises Ground Cable Arrangement

20.2.7.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within **LEVEL 3**'s Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in **LEVEL 3**'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), **LEVEL 3** 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 **LEVEL 3** 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 **LEVEL 3** 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 **LEVEL 3**'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 **LEVEL 3**'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 A reinforced passage or opening placed for **LEVEL 3** provided facility between **SBC-13STATE** designated manhole and the cable vault of the Premises.

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 **LEVEL 3**'s cable facilities from **SBC-13STATE** designated manhole, through **SBC-13STATE** cable vault and through **SBC-13STATE** cable support structure to **LEVEL 3**'s equipment.

20.2.12 ILEC to telecommunications carrier Interconnection Arrangement Options

20.2.12.1 **LEVEL 3** 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 **LEVEL 3**'s optional POT Frame or equipment bay and **SBC-13STATE** network. This rate element may not be provided by **LEVEL 3**. **LEVEL 3** will not be permitted access to **SBC-13STATE** Main Distribution Frame. If regeneration is required because the cabling distance between **LEVEL 3**'s POT bay or termination point located in an Adjacent Structure and **SBC-13STATE**'s cross-connect bay exceeds ANSI limitations or where **LEVEL 3** specifically requests regeneration, it will be at **LEVEL 3**'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 **LEVEL 3**'s optional POT Frame or equipment bay and **SBC-13STATE** network. This rate element may not be provided by **LEVEL 3**. **LEVEL 3** will not be permitted access to **SBC-13STATE** Main Distribution Frame. If regeneration is required because the cabling distance between **LEVEL 3**'s POT bay or termination point located in an Adjacent Structure and **SBC-13STATE**'s cross-connect bay exceeds ANSI limitations or where **LEVEL 3** specifically requests regeneration, it will be at **LEVEL 3**'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 **LEVEL 3**'s optional POT frame or equipment bay and **SBC-13STATE** network. These rate elements may not be provided by **LEVEL 3**. **LEVEL 3** 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. This rate element may not be provided by **LEVEL 3**. **LEVEL 3** 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 **LEVEL 3**'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 **LEVEL 3**'s dedicated **LEVEL 3**'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, **LEVEL 3** may elect to arrange with **SBC-13STATE** to visit an Premises for the purpose of permitting **LEVEL 3** to determine if the structure meets its business needs and if space is available in the structure for the potential **LEVEL 3**'s Physical Collocation arrangement. If **LEVEL 3** elects to pre-visit **SBC-13STATE**'s Premises 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. **LEVEL 3** 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. **LEVEL 3** will only be billed for the times of the employee approved by **LEVEL 3** and not for additional employees not mutually agreed upon to attend the pre-visit. **LEVEL 3** will be charged for the time, if any, **SBC-13STATE** employees spend traveling and will be based on fifteen (15) 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, **LEVEL 3** shall be permitted up to four (4) inspections during the construction in an Premises during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, **LEVEL 3** 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 9.1. **LEVEL 3** will be charged for the time, if any, **SBC-13STATE** employees spend traveling and will be based on fifteen-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 **LEVEL 3** elects to provide an Adjacent On-site structure as described in this Appendix, when all available space is Legitimately Exhausted inside **SBC-13STATE** Premises, **SBC-13STATE** will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for **LEVEL 3**'s Adjacent On-Site Structure Arrangement request. Rates and charges are found in the Collocation Rate Summary of this Appendix. In addition, should

LEVEL 3 elect to have **SBC-13STATE** provision an extension of DC Power Service from the Premises 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 **LEVEL 3** is requesting any Interconnection Terminations between **LEVEL 3**'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 **LEVEL 3**'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 **LEVEL 3** elects to provide an Adjacent Off-site structure as defined in Appendix Definitions of this Agreement and as described in Section 5.1 preceding, when all available space is Legitimately Exhausted inside **SBC-13STATE** Premises and **LEVEL 3**'s Adjacent On-site Space is not within fifty (50) feet of the Premises outside perimeter wall, **SBC-13STATE** will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if **LEVEL 3**'s site is located on a property that is contiguous to or within one standard city block of **SBC-13STATE**'s Central Office or Premises. When **LEVEL 3** elects to collocate by Adjacent Off-site Arrangement, **LEVEL 3** 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 **LEVEL 3** is requesting any Interconnection Terminations between **LEVEL 3**'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 **LEVEL 3**'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 **LEVEL 3** provided facility in, on, under/over or through the ground between **SBC-13STATE** designated manhole and the cable vault of the Premises. Rates and charges are as found in the Collocation Rate Summary following.

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 Premises 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 Premises 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 Premises 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 Premises.

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. RIGHT TO USE; MULTIPLE DEDICATED SPACES

21.1 In accordance with this Appendix, **SBC-13STATE** grants to **LEVEL 3** the right to use a Dedicated Space. Each Dedicated Space within an Premises will be considered a single Dedicated Space for the application of rates according to this Appendix.

22. CONSTRUCTION INSPECTIONS

22.1 During the construction of all forms of Physical Collocation space required under this Appendix, **LEVEL 3** shall be permitted up to four (4) inspections during the construction in an Premises during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, **LEVEL 3** 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 9.1 of this Appendix. If any travel expenses are incurred, **LEVEL 3** will be charged for the time **SBC-13STATE**'s employees spend traveling and will be based on fifteen (15) minute increments.

23. OBLIGATIONS OF LEVEL 3

23.1 Certification

23.1.1 **LEVEL 3** 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

24. LEGITIMATELY EXHAUSTED SPACE

24.1 "Legitimately Exhausted" denotes when all space in a Central Office (CO) or other Premises 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 Premises Eligible Structure is legitimately exhausted, **SBC-13STATE** must have removed all unused obsolete equipment from the Premises 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 **LEVEL 3**'s application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 10 of the General Terms and Conditions of this Agreement.

In making this determination, **SBC-13STATE** may reserve space for transport equipment for one (1) year anticipated growth. **SBC-13STATE** may reserve space for Switching, Power and Main Distribution Frame (MDF) for up to five (5) years anticipated growth. Space for digital cross-connect system equipment can be reserved for three (3) years anticipated growth. 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.

24.2 In central offices without collocators, the above reservation time frames become effective when first Requesting Carrier applies for space in respective central office.

24.3 The Company's total space reservation cannot exceed the Central Office Floor Space currently used by the Company.

24.4 Where Physical Collocation space within **SBC-13STATE** Premises is Legitimately Exhausted, and **LEVEL 3**'s Adjacent On-site space is not within 50 ft. of the Premises outside perimeter wall, **LEVEL 3** has the option and **SBC-13STATE** shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

25. CAGED, CAGED COMMON PHYSICAL COLLOCATION AND SHARED CAGED COLLOCATION INSTALLATION INTERVAL

25.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted.

25.2 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 **LEVEL 3** 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.

25.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 11.2.2.

26. CAGELESS PHYSICAL COLLOCATION INSTALLATION INTERVAL

26.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted.

26.2 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 **LEVEL 3** 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.

26.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 11.2.2.

27. ADJACENT SPACE OR OTHER PHYSICAL COLLOCATION ARRANGEMENT INSTALLATION INTERVALS

27.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 5.2 above will be reasonably related to the complexity of accommodating the requested arrangement.

28. OCCUPANCY

28.1 Unless there are unusual circumstances, **SBC-13STATE** will notify **LEVEL 3** 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 **LEVEL 3**, the one hundred eighty (180) day deadline shall be extended until **SBC-13STATE** allows **LEVEL 3** to interconnect. **SBC-13STATE**, however, may extend beyond the one hundred eighty (180) days provided **LEVEL 3** demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented **LEVEL 3** from meeting that deadline.

28.2 If **LEVEL 3** 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 **LEVEL 3** with written notice of such failure and **LEVEL 3** does not place operational telecommunications equipment in the Dedicated Space and interconnect with **SBC-13STATE** or obtain access to **SBC-13STATE** Lawful UNEs by that tenth (10) business day. In any event, **LEVEL 3** shall be liable in an amount equal to the unpaid balance of the applicable charges.

28.3 For purposes of this Section, **LEVEL 3**'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 **LEVEL 3**'s equipment is used for interconnection with **SBC-13STATE**'s network or to obtain access to **SBC-13STATE**'s Lawful UNEs, for the purpose of providing this service.

28.4 If **LEVEL 3** causes **SBC-13STATE** to prepare the Dedicated Space and then **LEVEL 3** does not use the Dedicated Space (or all the Dedicated Space), **LEVEL 3** will pay **SBC-13STATE** the monthly recurring and other applicable charges as if **LEVEL 3** were using the Dedicated Space.

29. CANCELLATION PRIOR TO DUE DATE

29.1 In the event that **LEVEL 3** cancels its order after acceptance of the quotation and **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, **LEVEL 3** shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. **SBC-13STATE** shall provide **LEVEL 3** with a detailed invoice showing the costs it incurred associated with preparation.

29.2 Billing Dispute Resolution.

In the event that the parties have a dispute on a bill for collocation ordered under this Appendix, the Parties shall follow the procedures for Dispute Resolution set forth in Section 10 of the General Terms & Conditions Appendix of this Agreement.

29.3 Billing for Caged Shared and Caged Common Collocation Arrangements

29.3.1 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.

30. ALLOWANCES FOR INTERRUPTIONS

30.1 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 **LEVEL 3**'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 **LEVEL 3**. A credit allowance will be made to **LEVEL 3** where the interruption is due to the actions or negligence of **SBC-13STATE**.

30.2 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.

30.3 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. **LEVEL 3** shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

31. CDOW (COLLOCATOR DOING OWN WORK) - LEVEL 3 RESPONSIBILITIES

31.1 When **LEVEL 3** selects the option to provide, install, and terminate its interconnection and power cabling with an **SBC-13STATE** Approved Vendor, 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 the Collocation Rate Summary of this Appendix.

31.2 **LEVEL 3** has the option to provide, install and terminate its interconnection cabling between **LEVEL 3**'s Dedicated Space and **SBC-13STATE** Main Distribution Frame or its equivalent by **SBC-13STATE** Approved Vendor. This option is only available if **LEVEL 3** does all three (3) activities associated with interconnection cabling: provide, install and terminate. **LEVEL 3** may not elect to do some but not all the activities. **LEVEL 3** must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If **LEVEL 3** selects this option, **LEVEL 3** must also select the option to provide, install and terminate its power cable leads described in Section 31.3 below. If **LEVEL 3** 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 **LEVEL 3**. Intervals and provisioning for this option are found Section 31.4. **LEVEL 3**'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.

31.3 **LEVEL 3** has the option to provide, install, and terminate its power cable leads between **LEVEL 3**'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, **LEVEL 3**'s **SBC-13STATE** Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. **LEVEL 3** must contact **SBC-13STATE** Project manager five (5) business days prior to scheduling a request for the termination of **LEVEL 3**'s power cable leads to **SBC-13STATE** Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. This option is only available if **LEVEL 3** does all three (3) activities associated with the power cable lead unless described otherwise within this Section. **LEVEL 3** may not elect to do some but not all the activities unless otherwise permitted in this Section. If **LEVEL 3** selects this option, **LEVEL 3** must also select the option to provide, install and terminate its interconnection cabling described in Section 31.2 above. Intervals and provisioning for this option are found in Section 32.4. **LEVEL 3**'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.

31.4 Interval (**LEVEL 3** Installs Interconnection and Power Cabling)

31.4.1 The intervals set forth in this Section 31.4 apply only when **LEVEL 3** installs interconnection and power cabling. **SBC-13STATE** will notify **LEVEL 3** 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 **LEVEL 3**'s accurate and complete Physical Collocation Application. If **SBC-13STATE** determines that **LEVEL 3**'s Physical Collocation Application is unacceptable, **SBC-13STATE** shall advise **LEVEL 3** of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide **LEVEL 3** with sufficient detail so that **LEVEL 3** has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, **LEVEL 3** 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.

31.4.2 The delivery interval relates to the period in which **SBC-13STATE** shall construct and turnover to **LEVEL 3**'s the requested Physical Collocation

Space. The delivery interval begins on the date **SBC-13STATE** receives an accurate and complete Physical Collocation Application from **LEVEL 3**. **LEVEL 3** 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 will not commence until such time as **SBC-13STATE** has received such response and payment. If **LEVEL 3** has not provided **SBC-13STATE** such response and payment by the twelfth (12) calendar day after the date **SBC-13STATE** notified **LEVEL 3** 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 **LEVEL 3** with applicable fees.

31.4.3 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 **LEVEL 3**, 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.

31.4.3.1 The delivery interval assigned will be provided to **LEVEL 3** by **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from **LEVEL 3** will be processed in the order received unless **LEVEL 3** provides a priority list, whichever is applicable.

Table (1)

Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 - 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11 – 20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

31.4.3.2 Should **LEVEL 3** 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 will be subject to the time intervals set forth above. For example, but not by way of limitation, if **LEVEL 3** submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Premises Physical Collocation is requested.

31.4.3.3 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.

31.4.4 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to **LEVEL 3**. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to **LEVEL 3** by **SBC-13STATE**.

31.4.5 This subsection provides for shortened intervals for the following interconnection cabling augment requests:

- up to 168 DS1 connections and/or
- up to 48 DS3 connections and/or
- up to 400 Copper (shielded or nonshielded) cable pair connections and/or
- up to 12 fiber pair connections.

For each augment request, **LEVEL 3** must submit a complete and accurate Physical Collocation Application.

31.4.5.1 Applications (except requests for Adjacent Structure Collocation) received by **SBC-13STATE** from **LEVEL 3** within a ten (10) business day period shall be treated as

submitted at the same time for purposes of administering the above staggering intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

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

31.4.5.3 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 **LEVEL 3**, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

Table (2)

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

31.4.5.4 The delivery interval assigned will be provided to **LEVEL 3** by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from **LEVEL 3** will be processed in the order received unless **LEVEL 3** provides a priority list, whichever is applicable.

31.4.5.5 Should **LEVEL 3** 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 **LEVEL 3** 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 **LEVEL 3** submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Premises 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.

31.4.6 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with **LEVEL 3** to negotiate a mutually agreeable delivery interval.

31.4.7 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 telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

31.5 Rates Elements for **SBC-13STATE** Central Offices

31.5.1 Caged Collocation

31.5.1.1 When **LEVEL 3** constructs its own cage and related equipment, **LEVEL 3** 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.

31.5.2 DC Power Arrangement Provisioning

31.5.2.1 When **LEVEL 3** 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. **LEVEL 3** 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.

31.5.3 Entrance Fiber Optic Cable Arrangement

31.5.3.1 When **LEVEL 3** selects the option to pull **LEVEL 3**'s provided fire retardant entrance fiber optic cable under **SBC-13STATE** observation, through **SBC-13STATE** cable vault to **LEVEL 3**'s equipment with **SBC-13STATE** approved vendor, only the construction and route design charge will apply. **LEVEL 3** 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.

31.5.4 DS0 Voice Grade Interconnection Cable Arrangement

31.5.4.1 When **LEVEL 3** 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. **LEVEL 3** 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.

31.5.5 DS-1 Interconnection Cable Arrangement to DCS

31.5.5.1 When **LEVEL 3** 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. **LEVEL 3** will specify whether the cabling should terminate to a DCS in the remarks section of the

application form. **LEVEL 3** 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.

31.5.6 DS-1 Interconnection Cable Arrangement to DSX

31.5.6.1 When **LEVEL 3** 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. **LEVEL 3** will specify whether the cabling should terminate to a DSX in the remarks section of the application form. **LEVEL 3** 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.

31.5.7 DS-3 Interconnection Cable Arrangement to DCS

31.5.7.1 When **LEVEL 3** 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. **LEVEL 3** will specify whether the cabling should terminate to a DCS in the remarks section of the application form. **LEVEL 3** 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.

31.5.8 DS-3 Interconnection Cable Arrangement to DSX

31.5.8.1 When **LEVEL 3** 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. **LEVEL 3** will specify whether the cabling should terminate to a DSX in the remarks section of the application form. **LEVEL 3** 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.

31.5.9 Fiber Interconnection Cable Arrangement

31.5.9.1 When **LEVEL 3** 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. **LEVEL 3** 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.

31.5.10 Collocation to Collocation Connection

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

31.5.10.1.1 Fiber Cable

31.5.10.1.1.1 When **LEVEL 3** 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.

31.5.10.1.2 Copper Cable

31.5.10.1.2.1 When **LEVEL 3** 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.

31.5.10.1.3 Coax Cable

31.5.10.1.3.1 When **LEVEL 3** 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.

31.5.10.1.4 Cable Racking and Hole

31.5.10.1.4.1 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 Premises. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary of this Appendix.

31.5.10.1.5 Route Design

31.5.10.1.5.1 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.

APPENDIX OSS - RESALE & UNE

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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 **LEVEL 3** 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.

2. RESERVED FOR FUTURE USE

3. GENERAL CONDITIONS

3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once **LEVEL 3** is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, **LEVEL 3** will no longer submit orders manually (and **SBC-13STATE** shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically. Provided however, in **SBC SOUTHWEST REGION 5-STATE** where a flat rate monthly OSS access and connectivity charge exists, if **LEVEL 3** 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 **LEVEL 3** 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**, **LEVEL 3** 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, **LEVEL 3** 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, **LEVEL 3** 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 **LEVEL 3** systems, workstations or terminals or by **LEVEL 3** employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by **LEVEL 3** and shall pay **SBC-13STATE** for any and all damages caused by such unauthorized entry.

3.3 Within **SBC-13STATE** regions, **LEVEL 3**'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 **LEVEL 3** 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, **LEVEL 3** 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, **LEVEL 3** 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, **LEVEL 3** shall have obtained an authorization to become the End User's local service provider. Accessing such information by **LEVEL 3** shall constitute certification that **LEVEL 3** is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. **LEVEL 3** shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). **LEVEL 3** 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 **LEVEL 3** under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by **LEVEL 3** of this section.

3.3.3 Throughout **SBC-13STATE** region, **LEVEL 3** is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of **LEVEL 3**'s failure to obtain proper CPNI consent from an End User.

3.4 By utilizing electronic interfaces to access OSS functions, **LEVEL 3** agrees to perform accurate and correct ordering including Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. **LEVEL 3** is also responsible for all actions of its employees using any of **SBC-13STATE**'s OSS systems. As such, **LEVEL 3** 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 **LEVEL 3**. In addition, **LEVEL 3** agrees to indemnify and hold **SBC-13STATE** harmless against any claim made by an End User of **LEVEL 3** or other third parties against **SBC-13STATE** caused by or related to **LEVEL 3**'s use of any **SBC-13STATE** OSS.

3.5 In the event **SBC-13STATE** has good cause to believe that **LEVEL 3** has used **SBC-13STATE** OSS in a way that conflicts with this Agreement or Applicable Law, SBC-owned ILEC in whose territory **LEVEL 3** is doing business shall give **LEVEL 3** written notice describing the alleged misuse ("Notice of Misuse"). **LEVEL 3** shall immediately refrain from the alleged misuse until such time that **LEVEL 3** 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 **LEVEL 3** agrees with the allegation of misuse, **LEVEL 3** shall refrain from the alleged misuse during the term of this Agreement.

3.6 In the event **LEVEL 3** does not agree that **LEVEL 3**'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, **LEVEL 3** shall continue to refrain from using the particular OSS functionality in the manner alleged by **SBC-13STATE** to be improper, until **LEVEL 3** 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 **LEVEL 3** 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 **LEVEL 3**'s use of the **SBC-13STATE** OSS. Such audit shall be limited to auditing those aspects of **LEVEL 3**'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 **LEVEL 3** ("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), **LEVEL 3** shall provide **SBC-13STATE** with access to the requested information in any reasonably requested format, at an appropriate **LEVEL 3** 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 **LEVEL 3** will use manual processes. Should **SBC-13STATE** develop electronic interfaces for these functions for itself, **SBC-13STATE** will make electronic access available to **LEVEL 3** 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. **LEVEL 3** will also provide a single point of contact for technical issues related to **LEVEL 3**'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 **LEVEL 3** 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. **LEVEL 3** 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 **LEVEL 3** 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 **LEVEL 3** ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to **LEVEL 3** so that **LEVEL 3** order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.

4.2 **Pre-Ordering functions for Resale Services and UNEs include**

4.2.1 Feature/Service Availability

Feature Inquiry provides **SBC-13STATE** with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

4.2.1.2 PIC/LPIC Inquiry provides **SBC-13STATE** Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

4.2.2 Customer Service Information - CSI Inquiry

Access to **SBC-13STATE** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. **LEVEL 3** agrees that **LEVEL 3**'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 **LEVEL 3**, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

4.2.3 Telephone Number Inquiry

SBC-13STATE provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform Pre-Order Interfaces, **SBC MIDWEST REGION 5-STATE** also provides a Telephone Number Confirmation Inquiry function.

4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

SBC-13STATE provides address validation function.

4.3 **The following are Pre-Order functions specific to UNEs**

4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry

SBC-13STATE provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

4.3.2 Common Language Location Indicator (CLLI) Inquiry

SBC-13STATE provides CLLI code inquiry function.

4.3.3 Connecting Facility Assignment (CFA) Inquiry

SBC-13STATE provides a CFA inquiry function.

4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry

SBC-13STATE provides a NC/NCI inquiry function.

4.4 **Electronic Access to Pre-Order Functions**

4.4.1 **Resale and UNE Pre-order Interface Availability**

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in **SBC-13STATE** to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by **SBC-13STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with **LEVEL 3**'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 **LEVEL 3** access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once **LEVEL 3** has developed its own interface, allow **LEVEL 3** to access the pre-order functions for Resale services and UNE. DataGate follows industry guidelines, but is based on **SBC-7STATE**'s proprietary pre-ordering functionality.

4.4.1.4 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides **LEVEL 3** 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 **LEVEL 3** access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** business Resale services.

4.4.1.6 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order **SBC CALIFORNIA** Resale service.

4.4.1.7 **Intentionally left blank**

4.4.1.8 **SBC CONNECTICUT** provides **LEVEL 3** access to the following Resale preorder applications through its proprietary (GUI) Graphical User Interface called W-CIWin. This platform of preorder applications, currently grandfathered per CMP, is being retired via CMP, in March 2004. W-CIWin has been replaced with the Uniform GUI – Enhanced Verigate.

4.4.1.8.1 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications. This application, currently grandfathered per CMP, until its retirement is being retired in March 2004 and has been replaced with the Uniform GUI – Web-based Toolbar.

4.4.1.9 **SBC CONNECTICUT** also provides the following preorder functionality (SAG and CSI Inquiry,) via Custom CCTOOLS. This application, currently grandfathered per CMP, is being retired in March 2004 and has been replaced with the Uniform GUI - Enhanced Verigate.

4.5 **Other Pre-order Function Availability**

4.5.1 Where pre-ordering functions are not available electronically, **LEVEL 3** 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 **LEVEL 3** with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, **SBC-13STATE** will provide **LEVEL 3** 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 **LEVEL 3** provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, **LEVEL 3** 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 **LEVEL 3** 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 **LEVEL 3** 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, **LEVEL 3** and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Resale Service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 For **SBC-13STATE**, web-based LEX is the new 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

5.2.3 For **SBC SOUTHWEST REGION 5-STATE** region, C-EASE is available for the ordering of consumer Resale services.

5.2.4 For **SBC SOUTHWEST REGION 5-STATE** region, B-EASE is available for the ordering of business Resale services.

5.2.5 For **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** regions, SORD interface provides **LEVEL 3** 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 **LEVEL 3** initiated modification of service orders submitted electronically by **LEVEL 3** via the following **SBC SOUTHWEST REGION 5-STATE** OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). **LEVEL 3** should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, **LEVEL 3** 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 **LEVEL 3** chooses to use SORD to issue orders and/or modify EASE generated orders, then **LEVEL 3** becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. **LEVEL 3** may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see section 5.3.3.

5.2.5.2 In **SBC CALIFORNIA** region, any service order errors will be corrected by the LSC. **LEVEL 3** will be given a list generated by the LSC of **LEVEL 3** order errors, and **LEVEL 3** will be responsible for contacting their customer when necessary to clear an error. With **LEVEL 3** being the point of contact for their customer, **LEVEL 3** agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see section 5.3.3.

5.2.6 In **SBC CONNECTICUT**, Resale ordering is supported by W-CIWin (**SBC CONNECTICUT**'s proprietary GUI interface). This platform of ordering applications, currently grandfathered per CMP, is being retired in March 2004, and has been replaced with the Uniform GUI – Web-based LEX.

5.2.6.1 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services. This application, currently grandfathered per CMP, is being retired in March 2004. This ordering function has been replaced with the Uniform GUI Interface – Web-based LEX.

5.2.7 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, **LEVEL 3** and **SBC-13STATE** will utilize industry ASR guidelines developed by OBF based upon **SBC-13STATE** ordering requirements.

5.3 **Provisioning for Resale Services and UNE in SBC-13STATE**

SBC-13STATE will provision Resale services and UNE as detailed in **LEVEL 3** 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 **LEVEL 3** 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 **LEVEL 3** shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

5.3.3 For **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** regions, as detailed in section 5.2.3, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;

5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

5.3.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if **LEVEL 3** 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, **LEVEL 3** 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 **LEVEL 3** to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.2 In **SBC-13STATE**, Electronic Bonding Trouble Administration (EBTA) is the 13 state uniform application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by **LEVEL 3** 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. **LEVEL 3** and **SBC-13STATE** will exchange requests over a mutually agreeable X.25-based network.

6.1.3 In **SBC-7STATE**, Trouble Administration (TA) system access provides **LEVEL 3** with **SBC-7STATE** software that allows **LEVEL 3** to submit trouble reports and subsequently check status on trouble reports for **LEVEL 3** End-Users. TA will provide the ability to review the maintenance history of a converted Resale **LEVEL 3** account. TA is accessible via **SBC-7STATE** Classic Toolbar.

6.1.4 In **SBC CONNECTICUT** for Resale products and services, trouble history and trouble status functions are available via CCTOOLS. This application, currently grandfathered per CMP, is being retired via CMP in September 2003 and has been replaced with the Uniform GUI interface – EBTA-GUI.

7. BILLING

7.1 **SBC-13STATE** will bill **LEVEL 3** for Resold services and UNEs. **SBC-13STATE** will send associated billing information to **LEVEL 3** as necessary to allow **LEVEL 3** to perform billing functions. At minimum **SBC-13STATE** will provide **LEVEL 3** billing information in a paper format, or via 18-track magnetic tape, as agreed to between **LEVEL 3** and **SBC-13STATE**. Such alternate bill media will be made available to **LEVEL 3** 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**, **LEVEL 3** may receive a mechanized bill format via the EDI 811 transaction set.

7.2.2 For Resale Services in **SBC SOUTHWEST REGION 5-STATE**, **LEVEL 3** 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**, **LEVEL 3** 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**, **LEVEL 3** may elect to receive its bill on CD.

7.2.5 For Resale Services in **SBC SOUTHWEST REGION 5-STATE**, **LEVEL 3** 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**, **LEVEL 3** 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 **LEVEL 3** that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, WebLEX. The current loss notification processes via CARE record format and the "Local Disconnect Report", where applicable in the **SBC-8STATE** region, will remain in effect until full implementation and testing of the new Loss Notification processes is completed.

7.2.8 In **SBC CONNECTICUT**, **LEVEL 3** may receive a Billing Detail File on 18-track magnetic tape.

7.2.9 In **SBC MIDWEST REGION 5-STATE**, **LEVEL 3** may receive a mechanized bill for Resale Services via the **SBC MIDWEST REGION 5-STATE** Electronic Billing System (AEBS) transaction set.

7.3 Electronic access to billing information for UNE will also be available via the following interfaces:

7.3.1 **SBC-13STATE** makes available to **LEVEL 3** 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 **LEVEL 3**'s paper bill.

7.3.2 In **SBC SOUTHWEST REGION 5-STATE**, **LEVEL 3** 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**, **LEVEL 3** 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**, **LEVEL 3** may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For UNEs this loss notification indicates when **LEVEL 3**'s End Users, utilizing **SBC-13STATE** ports, change their Competitive Local Exchange Carrier. The current loss notification processes via CARE record format (in the **SBC-8STATE** region) will remain in effect until full implementation and testing of the new Loss Notification processes is completed.

8. REMOTE ACCESS FACILITY

8.1 **LEVEL 3** 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 **LEVEL 3** 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. **LEVEL 3** may utilize a port to access **SBC-13STATE** OSS interfaces to perform the supported functions in any **SBC-13STATE** where **LEVEL 3** 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**, **LEVEL 3** may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," **LEVEL 3** shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require **LEVEL 3** 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. **LEVEL 3** shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require **LEVEL 3** 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**, **LEVEL 3** 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. **LEVEL 3** shall maintain a user-id / password unique to each individual for accessing a **SBC-13STATE** OSS on **LEVEL 3**'s behalf. **LEVEL 3** 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**, **LEVEL 3** shall attend and participate in implementation meetings to discuss **LEVEL 3** LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

9.1 **LEVEL 3** agrees that interconnection of **LEVEL 3** 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 **LEVEL 3** 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 **LEVEL 3** 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 **LEVEL 3** 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 **LEVEL 3** 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, **LEVEL 3** or **SBC-13STATE**, as appropriate to the ownership of a failed component. As necessary, **LEVEL 3** 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 **LEVEL 3** 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, **LEVEL 3** 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 **LEVEL 3** 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 **LEVEL 3** students in each class. **LEVEL 3** agrees that charges will be billed by **SBC-13STATE** and **LEVEL 3** payment is due thirty (30) days following the bill date. **LEVEL 3** agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which **LEVEL 3** 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 **LEVEL 3**, the **LEVEL 3**'s **SBC-13STATE** Account Manager, and **SBC-13STATE** Industry Markets CLEC Training Product Management.

11.4 **LEVEL 3** agrees to pay the cancellation fee of the full price noted in the separate agreement if **LEVEL 3** cancels scheduled classes less than two (2) weeks prior to the scheduled start date. **LEVEL 3** 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 **LEVEL 3** agrees that **LEVEL 3** 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 **LEVEL 3** 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, **LEVEL 3** requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.

13.2 For **SBC-7STATE**, **LEVEL 3** requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.7 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.

13.3 For **SBC-7STATE**, **LEVEL 3** requesting the Local Disconnect Report, as described in 7.2.8 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.

13.4 For **SBC-13STATE**, should **LEVEL 3** request custom development of an exclusive interface to support OSS functions, such development will be considered by **SBC-13STATE** on an Individual Case Basis (ICB) and priced as such.

13.5 **SBC 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 **LEVEL 3** 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, **LEVEL 3** shall be permitted to access **SBC-13STATE** OSS via a Service Bureau Provider as follows:

14.2.1 **LEVEL 3** shall be permitted to access **SBC-13STATE** application-to-application OSS interfaces, via a Service Bureau Provider where **LEVEL 3** 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 **LEVEL 3**'s use of a Service Bureau Provider shall not relieve **LEVEL 3** of the obligation to abide by all terms and conditions of this Agreement. **LEVEL 3** must ensure that its agent properly performs all OSS obligations of **LEVEL 3** under this Agreement, which **LEVEL 3** delegates to Service Bureau Provider.

14.2.3 It shall be the obligation of **LEVEL 3** 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 **LEVEL 3** provides notice. Additionally, **SBC-13STATE** shall have a reasonable transition period to terminate any such connection after notice from **LEVEL 3** that it has terminated its agency relationship with a Service Bureau Provider.

14.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, **SBC-13STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-13STATE**'s control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as **LEVEL 3**'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.

APPENDIX
OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in the General Terms and Conditions to this Agreement).

1.2 Reserved for future use.

1.3 Reserved for future use.

1.4 Reserved for future use.

1.5 Reserved for future use.

1.6 Reserved for future use.

1.7 Reserved for future use.

1.8 Reserved for future use.

1.9 "**Out of Exchange LEC (OE-LEC)**" means **LEVEL 3** operating within **SBC-13STATE'**s incumbent local exchange area and providing telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's Xlocal exchange area.

2. INTRODUCTION

2.1 For purposes of this Appendix, **LEVEL 3** intends to operate and/or provide telecommunications services outside of **SBC-13STATE** incumbent local exchange areas and desires to interconnect **LEVEL 3**'s network with **SBC-13STATE**'s network(s).

2.2 For purposes of this Appendix, **LEVEL 3** agrees to interconnect with **SBC-13STATE** pursuant to Section 251(a) of the Act.

2.3 Other Appendices to this Agreement set forth the terms and conditions pursuant to which **SBC-13STATE** agrees to provide **LEVEL 3** with access to unbundled network elements (UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in **SBC-13STATE**'s incumbent local exchange areas for the provision of **LEVEL 3**'s Telecommunications Services. The Parties acknowledge and agree that **SBC-13STATE** is only obligated to make available UNEs and access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to **LEVEL 3** in **SBC-13STATE**'s incumbent local exchange areas. **SBC-13STATE** has no obligation to provide such UNEs, Collocation, Interconnection and/or Resale to **LEVEL 3** for the purposes of **LEVEL 3** providing and/or extending service outside of **SBC-13STATE**'s incumbent local exchange areas. In addition, **SBC-13STATE** is not obligated to provision UNEs or to provide access to UNEs 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-13STATE**'s incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in **SBC-13STATE**'s current Interconnection Agreement, and any associated provisions set forth elsewhere in **LEVEL 3**'s current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to **LEVEL 3** for provisioning telecommunication services within an **SBC-13STATE** incumbent local exchange area(s) in the State in which **LEVEL 3**'s current Interconnection Agreement with **SBC-13STATE** has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

3.1 **LEVEL 3** shall provide and **SBC-13STATE** shall pass all SS7 signaling information including, without limitation, charge number, and originating line information ("OLI"). For terminating Circuit Switched Traffic, such as traffic exchanged over FGD trunks, **SBC-13STATE** will pass all SS7 signaling information including, without limitation, and CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, each Party shall pass or provide network signaling information such as transit network selection ("TNS") parameter, carrier identification codes (“CIC”) (CCS platform) and CIC/OZZ information (non-SS7 environment) wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted or other mutually agreeable standards pertaining to TNS and CIC/OZZ codes.

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

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

3.4 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. **LEVEL 3** and **SBC-13STATE** will immediately notify each other of any protective control action planned or executed.

3.5 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility

failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

3.6 **LEVEL 3** and **SBC-13STATE** shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

3.7 Reserved for future use.

3.8 Joint planning and forecasting responsibilities shall be governed by Appendix ITR and other relevant sections, if any, in this Agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

4.1 **LEVEL 3** operates as a CLEC within **SBC-13STATE** exchange areas and has a Point of Interconnection ("POI") located within **SBC-13STATE** exchange areas for the purpose of providing telephone exchange service and exchange access Section 251 (b)(5) Traffic and ISP-bound traffic in such **SBC-13STATE** exchange areas. Based upon the foregoing, the Parties agree that **SBC-13STATE**'s originating traffic will be delivered to **LEVEL 3**'s existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. **SBC-13STATE** will accept **LEVEL 3** Out of Exchange Traffic at its tandem switch or over local interconnection facilities that currently exist or may exist in the future between the Parties to or from **LEVEL 3**'s out of exchange areas to or from **SBC-13STATE'**s end offices. When such Out of Exchange Traffic is Section 251 (b)(5) Traffic and ISP-bound traffic that is exchanged between the end users of **LEVEL 3** and **SBC-13STATE**, the Parties agree to establish a Direct Final ("DF") end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an **SBC-13STATE** End Office.

4.2 The Parties agree, that at a minimum, **LEVEL 3** shall establish a trunk group for Section 251 (b)(5) Traffic, ISP-bound traffic and IntraLATA traffic from **LEVEL 3** to each **SBC-13STATE** serving tandem in a LATA in **SBC CONNECTICUT**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC MIDWEST REGION 5-STATE** and to all Tandems in the local exchange area in **SBC SOUTHWEST REGION 5-STATE**. This requirement may be waived upon mutual agreement of the parties.

4.3 Trunk groups for ancillary services (e.g. OS/DA, BLVI, mass calling, and 911) and Meet Point Trunk Groups can be established between a **LEVEL 3** switch and an **SBC-13STATE** Tandem as further provided in Appendix ITR to the Agreement.

4.4 The Parties shall route originating Out of Exchange Traffic according to the LERG.

4.5 If **SBC-13STATE** is not the serving tandem as reflected in the LERG, **LEVEL 3** will route Out of Exchange Traffic directly to the **SBC-13STATE** End Office.

4.6 Except as otherwise provided in this Appendix, for **LEVEL 3** originated/**SBC-13STATE** terminated traffic or **SBC-13STATE** originated/ **LEVEL 3** terminated traffic any traffic that is improperly routed by one Party over any trunk group to other party and/or which is routed outside of the mutual agreement of the Parties, the Parties will work cooperatively to correct the problem.

4.7 **SBC-13STATE** shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to **SBC-13STATE** (not routed in accordance with the LERG). Any compensation due from **SBC-13STATE** for such misrouted traffic shall be paid by **LEVEL 3**. This also includes traffic that is destined to End Offices that do not subtend **SBC-13STATE**'s tandem. **SBC-13STATE** shall provide notice to **LEVEL 3** pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, **LEVEL 3** will be requested to work cooperatively with **SBC-13STATE** to correct the routing of such traffic within 30 calendar days.

4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.

4.9 Connection of a trunk group from **LEVEL 3** to **SBC-13STATE**'s tandem(s) will provide **LEVEL 3** accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).

4.10 **SBC-13STATE** will open **LEVEL 3**'s NPA-NXX codes, rated to or identified to reside in non-**SBC-13STATE** exchange areas, within its switches utilizing the normal LERG code opening processes.

5. INTERCARRIER COMPENSATION

5.1 The compensation arrangement for Section 251 (b)(5) and ISP-Bound Traffic exchanged between the Parties shall be as set forth in the Intercarrier Compensation Appendix of this Agreement.

6. INTENTIONALLY LEFT BLANK

7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC

7.1 The compensation arrangement for Intrastate Intra LATA Traffic exchanged between the Parties shall be as set forth in the Intercarrier Compensation Appendix of this Agreement.

8. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

8.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described in the Intercarrier Compensation Appendix of this Agreement.

9. INTERLATA SECTION 251 (B)(5) AND ISP-BOUND TRAFFIC

9.1 **SBC-13STATE** will exchange InterLATA Section 251 (b)(5) and ISP-Bound traffic with **LEVEL 3** that is covered by an FCC approved or court ordered InterLATA boundary waiver. **SBC-13STATE** will exchange such traffic using two-way direct

final trunk groups (i) via a facility to **LEVEL 3**'s POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the **SBC-13STATE** exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an **SBC-13STATE** exchange, SBC Region shall exchange such traffic using a two-way direct final trunk group (i) via a facility to **LEVEL 3**'s POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. **SBC-13STATE** will not provision or be responsible for facilities located outside of **SBC-13STATE** exchange areas.

9.2 The Parties agree that the associated traffic from each **SBC-13STATE** End Office will not alternate route.

9.3 **LEVEL 3** must provide **SBC-13STATE** a separate ACTL and Local Routing Number (LRN) specific to each InterLATA Section 251 (b)(5)and ISP-Bound local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.

9.4 Except as otherwise provided in this Appendix, for **LEVEL 3** originated/**SBC-13STATE** terminated traffic or **SBC-13STATE** originated/**LEVEL 3** terminated traffic any traffic that is improperly routed by one Party over any trunk group to other party and/or which is routed outside of the mutual agreement of the Parties, the Parties will work cooperatively to correct the problem.

9.5 **SBC-13STATE** shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to **SBC-13STATE** (not routed in accordance with the LERG). Any compensation due from **SBC-13STATE** for such misrouted traffic shall be paid by **LEVEL 3**. This also includes traffic that is destined to End Offices that do not subtend **SBC-13STATE**'s tandem. **SBC-13STATE** shall provide notice to **LEVEL 3** pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, **LEVEL 3** will be requested to work cooperatively with **SBC-13STATE** to correct the routing of such traffic within 30 calendar days.

9.6 **SBC-13STATE** will open **LEVEL 3**'s NPA-NXX codes, rated to or identified to reside in non-**SBC-13STATE** exchange areas, within its switches utilizing the normal LERG code opening processes.

9.7 The compensation arrangement for InterLATA Section 251 (b)(5) and ISP Bound Traffic shall be governed by the compensation terms and conditions for Section 251 (b)(5) and ISP Bound Calls in Intercarrier Compensation Appendix in this Agreement.

APPENDIX-PRICING
(WISCONSIN)

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APPENDIX PRICING
(WISCONSIN)

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in 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 WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below**:**

1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties

as of the effective date of the order, and **SBC WISCONSIN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.

1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.

1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.

1.6 Replacement of Interim Rates

Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-

interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days ***after the effective date of such Commission order***, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **SBC WISCONSIN** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and **SBC WISCONSIN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between **SBC WISCONSIN** and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:	Total Access Lines:
A	See: Tariff 20, Part 4, Section 2, Sheet 2
B	See: Tariff 20, Part 4, Section 2, Sheet 2
C	See: Tariff 20, Part 4, Section 2, Sheet 2

1.9 **SBC WISCONSIN**'s obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **SBC WISCONSIN** may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC WISCONSIN** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC WISCONSIN**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC WISCONSIN**'s current generic contract rate for the Product or Service set forth in **SBC WISCONSIN**'s applicable state-specific generic pricing schedule as published on **SBC WISCONSIN**'s CLEC website; or

1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC WISCONSIN** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.

1.9.3 **SBC WISCONSIN**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC WISCONSIN**'s right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC WISCONSIN** for that Product or Service and incorporated into **SBC WISCONSIN**'s current state-specific generic pricing schedule as published on **SBC WISCONSIN**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC WISCONSIN** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC WISCONSIN** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's

billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC WISCONSIN** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.

1.10.2 **SBC WISCONSIN**'s provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC WISCONSIN**'s right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.

2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **SBC WISCONSIN** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **SBC WISCONSIN** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".

3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.

3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SBC WISCONSIN** network, without any changes to **SBC WISCONSIN**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.

3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **SBC WISCONSIN** to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.

3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. BILLING

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

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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