STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval of a multi-state Interconnetion Agreement between Access One, Inc. and various SBC Communications, Inc. owned companies, including SBC Michigan.	)	Case No. U-_____

JOINT APPLICATION

SBC Michigan[1] and Access One, Inc. hereby jointly apply to the Michigan Public Service Commission (Commission) pursuant to Section 203(1) of the Michigan Telecommunications Act (MTA), as amended, MCL 484.2203(1), and Section 252(e)(1) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e)(1), for approval of a multi-state Interconnection Agreement executed as of _____ (Agreement) by and between various SBC Communications, Inc. (SBC) owned companies,[2] including SBC Michigan,[3] and Access One, Inc. In support of this joint application, SBC Michigan and Access One, Inc. state as follows:

1. SBC Michigan is a Michigan corporation engaged in providing communications services to the public in its various exchanges and zones throughout the State of Michigan.

2. Access One, Inc. is an Illinois corporation with offices located in 820 W. Jackson Boulevard, Suite 650 Chicago, Illinois 60607.

[1] Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Michigan, Illinois, Wisconsin, Indiana, and Ohio. Michigan Bell offers telecommunications services and operates under the names "SBC Michigan" and "SBC Ameritech Michigan" (used interchangeably herein), pursuant to assumed name filings with the State of Michigan. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

[2] The incumbent local exchange companies (ILECs) owned by SBC which operate in the 13 state SBC region, including Michigan, are defined in the Agreement as "SBC-13 State."

3. Pursuant to Sections 251 and 252 of the Act, Access One, Inc. and SBC-13 State engaged in good faith negotiations for an Interconnection agreement. These negotiations resulted in a completion of the Agreement, which was executed as of **[_____.**[4] A copy of the Agreement is submitted with this joint application as Exhibit A. The Agreement, however, incorporates certain rates, terms, and conditions that were not voluntarily negotiated by SBC-13 State (Non-Voluntary Arrangement), but instead, result from determinations made in various arbitrations under Section 252 of the Act or from other requirements of state or federal regulatory agencies or state law.[5] The Agreement identifies some, but not all, of the Non-Voluntary Arrangements and designates such provisions with asterisks.[6]

4. The Agreement is the product of good faith, private negotiations between the parties, except as otherwise noted in the Agreement.

5. The Agreement meets all the requirements of the Act. Pursuant to §252(e)(1) of the Act, SBC Michigan and Access One, Inc. jointly request expedited approval of the joint application[7] without any public hearing or formal solicitation of comments.[8] The joint application and the Agreement provide the Commission with sufficient information to approve the Agreement under the standards of §§252(e)(1) and (2) of the Act.

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[3] SBC Michigan is a party to the Agreement under its original corporate name of Michigan Bell.

[4] Michigan is abbreviated in the Agreement as "MI." The Agreement applies only to those areas in Michigan in which SBC Michigan is deemed to be an ILEC.

[5] 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 the Agreement be amended accordingly.

[6] The Agreement provides that the Non-Voluntary Arrangements shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement.

[7] Commission approval is sought for the Agreement only insofar as it applies to services provided in Michigan. SBC Michigan and SBC reserve their right to assert the limits of the Commission's jurisdiction and authority over the subject matter of the Agreement.

[8] No hearing is required under MTA §203 or §252 of the Act. Under §252(e)(4) of the Act, the Agreement is deemed approved if the state commission does not act to approve or reject the Agreement within 90 days after submission.

WHEREFORE, SBC Michigan and Access One, Inc. jointly request Commission approval of the Agreement pursuant to MTA §203(1) and §252(a)(1) of the Act as soon as possible.

Respectfully submitted,

Access One, Inc.

Counsel for SBC Michigan

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Dated:

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

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

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

between one or more of

Illinois Bell Telephone Company d/b/a SBC Illinois,
Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana,
Michigan Bell Telephone Company d/b/a SBC Michigan,
Nevada Bell Telephone Company d/b/a SBC Nevada,
The Ohio Bell Telephone Company d/b/a SBC Ohio,
Pacific Bell Telephone Company d/b/a SBC California,
The Southern New England Telephone Company,
Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas,
Wisconsin Bell, Inc. d/b/a SBC Wisconsin

and

ACCESS ONE, INC.

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**the Agreement)**, by and between one or more of the SBC Communications Inc.-owned ILEC's **Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company and Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin,** (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and Access One, Inc. ("CLEC"), (an Illinois corporation), shall apply to the states of Illinois, Indiana, Michigan, Ohio, and Wisconsin.

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

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

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

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of **Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company and Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin** is the incumbent Local Exchange Carrier(s) and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State 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 below, in Section 1.x of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

1.1 General Definitions

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

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

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

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

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

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

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

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

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

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

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

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

1.1.10 **"Applicable Law"** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.32 **"Collocation"** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation or applicable collocation tariff, as appropriate.

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

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

1.1.34.1 **the Arkansas Public Service Commission (AR-PSC);**
1.1.34.2 **Public Utilities Commission of the State of California (CA-PUC);**
1.1.34.3 **the Connecticut Department of Public Utility Control (DPUC);**
1.1.34.4 **the Illinois Commerce Commission (IL-CC);**
1.1.34.5 **the Indiana Utilities Regulatory Commission (IN-URC);**
1.1.34.6 **the Kansas Corporation Commission (KS-CC);**
1.1.34.7 **the Michigan Public Service Commission (MI-PSC);**
1.1.34.8 **the Missouri Public Service Commission (MO-PSC);**
1.1.34.9 **the Public Utilities Commission of Nevada (NV-PUC);**
1.1.34.10 **the Public Utilities Commission of Ohio (PUC-OH);**
1.1.34.11 **the Oklahoma Corporation Commission (OK-CC);**
1.1.34.12 **the Public Utility Commission of Texas (PUC-TX); and**
1.1.34.13 **the Public Service Commission of Wisconsin (PSC-WI).**

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

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

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

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

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

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

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

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

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

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

1.1.42.3 any Force Majeure Event.

1.1.43 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.58 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.84 **"Local Service Provider"** (**LSP**) is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.

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

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

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

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

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

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

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

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

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

1.1.94 **"Numbering Plan Area"** (**NPA**) also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.

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

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

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

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

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

1.1.100 **"Party"** means either CLEC or the SBC-owned ILEC; use of the term "Party" includes each of the SBC-owned ILEC(s) that is a party to this Agreement. **"Parties"** means both CLEC and the SBC-owned ILEC; use of the term "Parties" includes each of the SBC-owned ILEC(s) that is a party to this Agreement.

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

1.1.102 **"Person"** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.

1.1.103 **"Physical Collocation"** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.

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

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

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

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

1.1.107.1 **SBC MIDWEST REGION 5-STATE**

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

1.1.107.2 **SBC NEVADA**

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

1.1.107.3 **SBC CALIFORNIA**

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

1.1.107.4 **SBC SNET**

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

1.1.107.5 **SBC SOUTHWEST REGION 5-STATE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.140 **"Sleuth"** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.

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

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

1.1.142.1 "AR" means Arkansas
1.1.142.2 "CA" means California
1.1.142.3 "CT" means Connecticut
1.1.142.4 "IL" means Illinois
1.1.142.5 "IN" means Indiana
1.1.142.6 "KS" means Kansas
1.1.142.7 "MI" means Michigan
1.1.142.8 "MO" means Missouri
1.1.142.9 "NV" means Nevada
1.1.142.10 "OH" means Ohio
1.1.142.11 "OK" means Oklahoma
1.1.142.12 "TX" means Texas
1.1.142.13 "WI" means Wisconsin

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.157 **"Trunk-Side"** refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

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

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

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

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

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

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

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

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

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

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

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

2.2 Headings Not Controlling

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

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

2.3 Referenced Documents

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

2.4 References

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

2.5 Tariff References

2.5.1 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.

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

2.5.3 Wherever the term "customer" is used in connection with **SBC SOUTHWEST REGION 5-STATE's** retail tariffs, the term "customer" means the ultimate "consumer" or the "end user" of any tariffed service.

2.6 Conflict in Provisions

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

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

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

2.7 Joint Work Product

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

2.8 Severability

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

2.9 Incorporation by Reference

2.9.1 The General Terms and Conditions of this Agreement, and every Interconnection, Resale Service 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; assurance of payment; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; hazardous substances and responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; customer inquiries; expenses; conflict of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

2.10 Non-Voluntary Provisions

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

sixty (60) calendar days after the date of such notice, a Party may pursue its rights under Section 10.

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

2.11 State-Specific Rates, Terms and Conditions

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

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

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

2.12 Scope of Obligations

2.12.1 Notwithstanding anything to the contrary contained herein, **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 CLEC of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the **"ILEC Assets"**).

2.13 Affiliates

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

a currently effective interconnection agreement between any such CLEC Affiliate and **SBC-13STATE** until the expiration of such other agreement.

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

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

4. GENERAL RESPONSIBILITIES OF THE PARTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.8 Upon CLEC signature of this Agreement, CLEC shall provide **SBC-13STATE** with CLEC'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.

4.9 In the event that CLEC makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CLEC identifier (collectively, a **"CLEC Change"**), CLEC shall submit written notice to **SBC-13STATE** within thirty (30) calendar days of the first action taken to implement such CLEC Change. A CLEC may make one (1) CLEC Change in any twelve (12) month period without charge by **SBC-13STATE** for updating its databases, systems, and records solely to reflect such CLEC Change. In the event of any other CLEC Change, SBC-13STATE reserves the right to seek recovery of the costs associated with updating the applicable **SBC-13STATE** databases, systems, and records to reflect the CLEC Change. Notwithstanding the above, for each CLEC Change the CLEC shall pay any applicable charges associated with recording and otherwise updating any CLEC branding or announcement(s), and any applicable charges associated with any service orders or requests submitted to **SBC-13STATE** to make the CLEC Change.

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

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

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

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

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

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

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

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

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

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

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

4.13 Each Party agrees that this Agreement contains comprehensive OSS terms and conditions; however, CLEC represents and covenants that it will only use OSS for activities related to UNES, resold services or other services for which this Agreement contains terms, conditions and rates.

5. EFFECTIVE DATE, TERM, AND TERMINATION

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

5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on July 16, 2004 provided; however, should CLEC implement (i.e. provided assurance of payment, ordered facilities, and submitted ASRs for trunking) this Agreement within six (6) months of the Effective Date, then

this Agreement will automatically renew for one additional year and expire on July 16, 2005 (the **"Term**"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.

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

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

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

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

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

5.5.3 Each Party's confidentiality obligations shall survive; and

5.5.4 Each Party 's indemnification obligations shall survive.

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

5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which **SBC-13STATE** received CLEC's Section 252(a)(1) request.

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

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

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

6. END USER FRAUD

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

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

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

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

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

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

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

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

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

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

6.6 Traffic Alert Referral Service 1+ Intra-LATA Toll Fraud Monitoring.

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

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

7. ASSURANCE OF PAYMENT

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

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

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

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

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

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

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

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

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

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

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

7.3.3.2 Notwithstanding anything else set forth in this Agreement, **SBC SOUTHWEST REGION 5-STATE** will not request assurance of payment of charges reasonably anticipated by **SBC**

SOUTHWEST REGION 5-STATE to be incurred in Oklahoma in an amount that would exceed two times projected average monthly billing to CLEC.

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

7.5 A Cash Deposit will accrue interest at the rate of six percent (6%) simple interest per annum. 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 CLEC's bill(s) or returned to CLEC. **SBC-12STATE** will not pay interest on a Letter of Credit.

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

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

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

7.6.3 The expiration or termination of this Agreement.

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

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

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

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

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

8. BILLING AND PAYMENT OF CHARGES

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

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

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

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

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

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

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

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

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

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

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

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

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

8.4 If any portion of an amount due to a Party (the **"Billing Party"**) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **"Non-Paying Party"**) must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes **("Disputed Amounts")** and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. 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 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 disputing 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 will be limited to those:

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

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

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

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

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

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

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

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

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

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

8.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 8.7.3 and Section 8.7.4 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 CLEC from **SBC SOUTHWEST REGION 5-STATE**'s CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.

8.10 Exchange of Billing Message Information

8.10.1 **SBC-13STATE** will provide CLEC a specific Daily Usage File (**"DUF" or "Usage Extract"**) for Resale Services and Network Element usage sensitive services provided hereunder (**"Customer Usage Data"**). Such Customer Usage Data will be provided by **SBC-13STATE** in accordance with Exchange Message Interface **(EMI)** guidelines supported by OBF. Any exceptions to the supported

formats will be noted in the DUF implementation requirements documentation for each SBC owned ILEC. The DUF will include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail End Users of **SBC-13STATE** within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by **SBC-13STATE** in connection with Resale Services and Network Elements provided by **SBC-13STATE**. Procedures and processes for implementing the interfaces with **SBC-13STATE** will be included in implementation requirements documentation.

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

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

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

8.10.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to **SBC-13STATE** for billing, which would otherwise be processed by **SBC-13STATE** for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when **SBC-13STATE** records the message.

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

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

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

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

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

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

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

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

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

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

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

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

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

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

9.5 **SBC-12STATE**

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

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

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

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

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

9.7 **SBC-7STATE only**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.8 **SBC SNET only**

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

10. DISPUTE RESOLUTION

10.1 Finality of Disputes

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

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

10.2 Alternative to Litigation

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

10.3 Commencing Dispute Resolution

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

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

10.3.1.2 Informal Dispute Resolution; and

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

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

10.4.1 If the written notice given pursuant to Section 10.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center [**SBC MIDWEST REGION 5-STATE** Service Center; **SBC-7STATE** Local Service Center **(LSC)**; **SBC SNET** Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall furnish **SBC-13STATE** written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. To be deemed a "dispute" under this Section 10.4, CLEC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 8.4 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 10.4.1 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC's irrevocable and full waiver of its right to dispute the subject charges.

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

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

10.4.4 Any notice of Disputed Amounts given by **SBC-13STATE** to CLEC pursuant to Section 10.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that **SBC-13STATE** disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided **SBC-13STATE**, furnishes all requisite

information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, CLEC will notify **SBC-13STATE** of the status of the dispute and the expected resolution date.

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

10.5 Informal Resolution of Disputes

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

10.6 Formal Dispute Resolution

10.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 10.5, then either Party may invoke the formal Dispute Resolution procedures described in this Section 10.6. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 10.3.

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

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

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

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

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

10.6.4.2 Actions to compel compliance with the Dispute Resolution process.

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

10.7 Arbitration

10.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in **Dallas, Texas (SBC SOUTHWEST REGION 5-STATE); Chicago, Illinois (SBC MIDWEST REGION 5-STATE), San Francisco, California (SBC CALIFORNIA); Reno, SBC NEVADA (SBC NEVADA); or New Haven, Connecticut (SBC SNET)**, as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

11. AUDITS – Applicable in SBC-12STATE only

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

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

11.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the

Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

11.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party 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 twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

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

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

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

11.2 Audits - **SBC SNET** only

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

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

11.2.3 **SBC SNET** shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to CLEC in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to **SBC SNET** by CLEC, the underpayment shall be reflected in CLEC's invoice for the first full billing cycle after the audit report is issued. **SBC SNET** will not be entitled to recover interest on any underbilling to CLEC revealed by the audit for the time preceding the amount

appearing on CLEC's bill from **SBC SNET**, however, **SBC SNET** shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and CLEC shall pay interest for the number of calendar days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to **SBC SNET**.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

13. LIMITATION OF LIABILITY

13.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount **SBC-13STATE** or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, 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 CLEC nor **SBC-13STATE** shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 14 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 13.4 shall impose indemnity obligations on a

Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection, Resale Services, Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party (**"Indemnifying Party"**) hereby releases and holds harmless the other Party (**"Indemnitee"**) (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.

13.5 **SBC-13STATE** shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, 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 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to **SBC-13STATE** under this Agreement, including any errors or omissions occurring in CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.

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

13.8 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, 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 or its End User's use.

14.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, 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 Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

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

14.4.1.2.2 no infringement would have occurred without such modification.

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

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

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

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

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

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

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

14.5.2 **SBC-13STATE** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with CLEC's Network Elements) in **SBC-13STATE**'s network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights **SBC-13STATE** agrees in Section 14.5.1.1 to use its best efforts to obtain.

14.5.3 **SBC-13STATE** does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with **SBC-13STATE**'s network and unbundling and/or combining **SBC-13STATE**'s Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights **SBC-13STATE** agrees in Section 14.5.1.1 to use its best efforts to obtain.

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

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

14.8 Indemnification Procedures

14.8.1 Whenever a claim shall arise for indemnification under this Section 14, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the

Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

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

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

14.8.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

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

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

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

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

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

15. PERFORMANCE MEASURES

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

16. INTELLECTUAL PROPERTY

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

17. NOTICES

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

17.1.1 delivered personally;

17.1.2 delivered by express overnight delivery service;

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

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

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

17.1.5.1 the date of actual receipt,

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

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

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

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	**CLEC CONTACT**	**SBC-13STATE CONTACT**
NAME/TITLE	Mark Jozwiak Executive Vice President	Contract Management ATTN: Notices Manager
STREET ADDRESS	820 West Jackson Boulevard Suite 650	311 S. Akard, 9th Floor Four SBC Plaza
CITY, STATE, ZIP CODE	Chicago, IL 60607	Dallas, TX 75202-5398
FACSIMILE NUMBER	312.441.1010	214-464-2006

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

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

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

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

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

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

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

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

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

19. NO LICENSE

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

20. CONFIDENTIALITY

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

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

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

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

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

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

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

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

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

21. INTERVENING LAW

21.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate STATE Commission(s). In entering into this Agreement, the Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the Line Sharing Order"), and vacated and remanded the Line Sharing and UNE Remand Orders in accordance with the decision. In addition, the FCC adopted its Triennial Review Order on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Moreover, on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.,* 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC,* 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002). In addition, on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (the "ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) (all collectively referred to as the "Orders"). 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. In entering into this Agreement, the Parties acknowledge and agree that the provisions set forth in this Agreement are based upon SBC-13STATE's obligations under FCC rules and regulations as they existed prior to their vacatur by the D.C. Circuit in its USTA Decision and prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. By executing 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 the Orders, the Illinois Law and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph. Notwithstanding anything to the contrary in this Agreement, these rights also include but are not limited to **SBC-13STATE**'s right, to the extent SBC-13STATE has not already invoked the FCC ISP terminating compensation in a particular SBC-13STATE state in which this Agreement is effective and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by **SBC-13STATE** the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any

state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions ("provisions") in this Agreement, specifically including but not limited to those arising with respect to the Orders, the affected provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

22. GOVERNING LAW

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

23. REGULATORY APPROVAL

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

23.2 Unless otherwise agreed, if the designated Party fails to file this agreement with the appropriate State commission within sixty (60) days of both Parties signatures, then this signed agreement is null and no longer valid. In such event, the designated Party may not file this signed agreement for approval unless it obtains the express written permission of the other Party. If the other Party objects to the filing of this signed agreement following the expiration of the sixty (60) days referenced above, then either Party may initiate negotiations for a successor agreement under Section 251/252 of the Act. If negotiations are commenced by either Party, then the Parties will determine what rates, terms and conditions, if any, will apply until such time as a successor agreement is reached.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

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

24.1.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170) and any applicable state regulation. Each

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

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

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

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

24.2 Applies to **SBC SNET** only

24.2.1 The Parties agree that CLEC will not submit a Local Exchange Carrier order for an End User to the Local Service Provider currently serving that End User without proper authorization from that End User, as required by the FCC in Subpart K, Part 64 rules and regulations and by the DPUC in its applicable rules and regulations. **SBC SNET**'s wholesale tariff, Section 18, further documents requirements for Local Exchange Carrier changes and required End User authorizations.

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

25. COMPLIANCE AND CERTIFICATION

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

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

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

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

26. LAW ENFORCEMENT

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

26.1.1 Intercept Devices:

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

26.1.2 Subpoenas:

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

26.1.3 Emergencies:

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

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

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

27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

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

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

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

29. ASSIGNMENT

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

29.2 As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by **SBC-13STATE** pursuant to this Section 29, CLEC agrees that any change, modification or other activity required for **SBC-13STATE** to accommodate or recognize the successor to or assignee of CLEC shall be a CLEC Change and shall be subject to Section 4.9.

29.3 If during the Term, **SBC-13STATE** sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, **SBC-13STATE** shall provide CLEC not less than ninety (90) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, CLEC acknowledges that **SBC-13STATE** shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that CLEC must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

30. SUBCONTRACTING

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

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

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

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

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

31. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

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

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

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

31.4 For the purposes of this agreement, "Hazardous Substances" means 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.

31.5 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.

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

32. FORCE MAJEURE

32.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions,

inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a **"Force Majeure Event"**) or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

33. TAXES

33.1 Each Party purchasing Interconnection, Resale Services, 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.

33.2 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.

33.3 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.

33.4 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.

33.5 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.

33.6 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.

33.7 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.

33.8 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.

33.9 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.

34. NON-WAIVER

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

35. NETWORK MAINTENANCE AND MANAGEMENT

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

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

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

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

35.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

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

36. SIGNALING

36.1 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 CLEC and **SBC-13STATE**, the rates, terms, and conditions of Appendix SS7 will apply.

36.2 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.

37. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

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

38. CUSTOMER INQUIRIES

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

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

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

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

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

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

39. EXPENSES

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

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

40. CONFLICT OF INTEREST

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

41. SURVIVAL

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

42. SCOPE OF AGREEMENT

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

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

43. AMENDMENTS AND MODIFICATIONS

43.1 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. **SBC-12STATE** and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.

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

44. APPENDICES INCORPORATED BY REFERENCE

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

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

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

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

44.3 DATABASE ACCESS

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

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

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

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

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

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

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

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

44.7 OTHER SERVICES

44.7.1 911 and E911 Services

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

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

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

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

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

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

44.7.2 AIN

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

44.7.3 Directory Assistance (DA)

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

44.7.4 Hosting

44.7.4.1 At CLEC's request, **SBC-10STATE** shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from CLEC for distribution to the appropriate billing and/or processing location or for delivery to CLEC of such data via **SBC-10STATE**'s internal network or the nationwide CMDS network pursuant to the applicable Appendix HOST, which **is/are** attached hereto and incorporated herein by reference.

44.7.5 Operator Services (OS)

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

44.7.6 Signaling System 7 Interconnection

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

44.7.7 Publishing and Directory

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

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

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

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

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

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

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

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

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

45. AUTHORITY

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

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

provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

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

46. COUNTERPARTS

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

47. ENTIRE AGREEMENT

47.1 **SBC-12STATE**

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

47.2 **SBC SNET**

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

48. SELECTION OF BILLING OPTIONS

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

SBC-13STATE Agreement
Signatures

Access One, Inc.

Signature:_____

Name:_____
(Print or Type)

Title:_____
(Print or Type)

Date:_____

Facilities-Based OCN# _____

Resale OCN # _____

ACNA _____

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

Signature:_____

Name:_____
(Print or Type)

Title: For/ President - Industry Markets

Date:_____

Appendix A

to the

General Terms and Conditions

Appendix A to General Terms and Conditions

This Appendix A to the General Terms and Conditions sets forth the CLEC's election of certain options in connection with the Alternate Billed Services (ABS) Appendix attached to and made a part of this Agreement. CLEC will place an "X" within the appropriate box indicating the Billing Option CLEC selects for **either** 1) All States **or** 2) a Specific State, in which this Agreement is being filed. **If CLEC fails to select one of the billing options identified below, the default selection of ABS Billing Option 1 will be selected on CLEC's behalf.**

BILLING OPTIONS	ALL STATES	SPECIFIC STATE(S)
ABS BILLING OPTION 1		
ABS BILLING OPTION 2		
ABS BILLING OPTION 3		

Access One, Inc.

Signature:_____

Name:_____
(Print or Type)

Title:_____
(Print or Type)

Date:_____

APPENDIX 800

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APPENDIX 800
(Access To the Toll Free Calling Database)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Access to the Toll Free Calling Database provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. DESCRIPTION

2.1 Other than as specifically set out elsewhere in this Agreement, **SBC SNET** does not offer Access to the Toll Free Calling Database under this Agreement. Rather, Access to the Toll Free Calling Database is available from **SBC SNET** as described in Section 18.2.9, 800 Database Access, of the CT Access Service Tariff.

2.2 **SBC-12STATE**'s 800 database, an American National Standards Institute (**ANSI**) Signaling System 7 (**SS7**) call-related database system, receives updates processed from the national System Management System (**SMS**) database. Customer records in the SMS are created or modified by entities known as Responsible Organizations ("Resp Org") who obtain access to the SMS via the System Management System/800 database, Tariff FCC No. 1. 800 Service Providers must either become their own Resp Org or use the services of an established Resp Org. The services of a Resp Org include creating and updating 800 records in the SMS to download to the 800 database(s). **SBC-12STATE** does not, either through a tariff or contract, provide Resp Org service.

2.3 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.

2.4 Access to the Toll Free Calling Database allows CLEC to access **SBC-12STATE**'s 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).

2.5 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.

2.6 There are three optional features available with 800 service:

2.6.1 Designated 10-Digit Translation;

2.6.2 Call Validation; and

2.6.3 Call Handling and Destination.

2.6.4 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and request delivery of the designated 10-digit number in place of the 800 number, **SBC-12STATE** will deliver the designated 10-digit number.

2.6.5 The Call Handling and Destination feature allows the customer to create routing schemes utilizing:

2.6.5.1 Time of Day

2.6.5.2 Day of Week

2.6.5.3 Day of Year

2.6.5.4 Allocation of Traffic by Percentage

2.6.5.5 NPA-NXX-XXXX

2.6.6 The Call Validation feature List Turnaround feature (referred to as the Six-Digit Master Number List Turnaround feature in **SBC-2STATE**) applies when customer identification is performed for Canadian and Caribbean toll free numbers. This feature is billed in lieu of the Basic Toll Free Access Query charge.

3. GENERAL TERMS AND CONDITIONS

3.1 Access to the Toll Free Calling Database provided under these terms and conditions is only available for use in the provision of telephone exchange and Exchange Access Telecommunication Services as specified in the Telecommunications Act of 1996 and any effective rules and regulations of the Federal Communications Commission and the State regulatory Commission.

3.2 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the prices, terms, conditions and billing for such related elements, and in no way shall this Appendix be construed to circumvent the prices, terms, conditions or billing as specified for such related elements.

3.3 CLEC shall address its queries to **SBC-12STATE**'s database to the alias point code of the STP pair identified by **SBC-12STATE**. CLEC's queries shall use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. CLEC acknowledges that such subsystem number and translation type values are necessary for **SBC-12STATE** to properly process queries to its 800 database.

3.4 Each Party warrants to the other that it shall send queries and SS7 messages conforming to the ANSI approved standards for SS7 protocol and pursuant to the Specifications and Standards documents attached and incorporated herein in Exhibit I. Both Parties acknowledge that transmission in said protocol

is necessary for each Party to provision Access to the Toll Free Calling Database (or the equivalent thereof). Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia's specifications, defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.

3.5 CLEC acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of **SBC-12STATE**'s CCS/SS7 network and its 800 database. CLEC further agrees that **SBC-12STATE**, at its sole discretion, may employ certain automatic and/or manual overload controls within **SBC-12STATE**'s CCS/SS7 network to guard against these detrimental effects. **SBC-12STATE** shall report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network. CLEC shall take immediate corrective actions as are necessary to cure the conditions causing the overload situation.

3.6 During periods of 800 database system congestion, **SBC-12STATE** shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of **SBC-12STATE**'s 800 database. The automatic code gapping procedure used by **SBC-12STATE** shall notify the CLEC's switch of the gap length (how long CLEC's switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell **SBC-12STATE**'s 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of **SBC-12STATE**'s 800 database. **SBC-12STATE** reserves the right to manually invoke the automatic code gapping procedure to control congestion.

3.7 Prior to **SBC-12STATE** initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour query volumes. CLEC shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever CLEC anticipates a change to existing forecasts. CLEC shall provide such updates each year for as long as this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than three years, assuming this Appendix in effect for that long or longer. If prior to the establishment of a mutually agreeable service effective date, in writing, **SBC-12STATE**, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to CLEC, **SBC-12STATE** shall notify CLEC of **SBC-12STATE**'s intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.

3.8 CLEC shall from time to time at **SBC-12STATE**'s request, provide additional forecasted information as deemed necessary by **SBC-12STATE** for network planning in connection with this offering.

3.9 **SBC-12STATE** shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., Appendix SS7) as outlined in Telcordia Technical References TR-NWT-000533, TR-NWT-000954, TR-TSV-000905, TP76638, GR-954-CORE, GR-905-CORE and Pacific Bell PUB L-780023-PB/NB and **SBC MIDWEST REGION 5-STATE** AM-TR-OAT-000069.

3.10 CLEC shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither CLEC nor carrier customers of CLEC, if CLEC is acting on behalf of other carriers, shall use the database information to copy, store, maintain or create any table or database of any kind or for any purpose. If CLEC acts on behalf of other carriers to access **SBC-12STATE**'s Toll Free Calling Database, CLEC shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by **SBC-12STATE** after a query to **SBC-12STATE**'s Toll Free Calling Database. CLEC shall only use this network element in connection with the provision of telephone exchange and Exchange Access services.

3.11 CLEC shall ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers.

3.12 **SBC-12STATE** shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for CLEC's activities on behalf of its local service customers where **SBC-12STATE** is the incumbent local exchange carrier. CLEC agrees that any other use of **SBC-12STATE**'s Toll Free Calling Database for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of **SBC-12STATE**'s effective tariffs, as revised, for 800 database services.

3.13 Ordering and Billing Inquiries

3.13.1 Ordering and billing inquires for the elements described herein shall be directed to:

3.13.1.1 For **SBC-7STATE -** the Local Service Center (LSC).

3.13.1.2 For **SBC MIDWEST REGION 5-STATE -** the AIIS Service Center in Milwaukee, Wisconsin.

4. RATE REGULATIONS

4.1 CLEC shall pay a Local Service Order Request Charge for each CLEC request for service order activity to establish Access to the Toll Free Calling Database in the **SBC-12STATE** region.

4.2 The prices at which **SBC-13STATE** agrees to provide CLEC with Access to the Toll Free Calling Database are contained in the applicable Appendix PRICING and/or the applicable Commissioned ordered tariff where stated.

4.3 CLEC shall pay a nonrecurring charge when a CLEC establishes or changes a signaling point code. The rates and charges for Signaling Point Code(s) are described in the Appendix SS7. This charge also applies to point code information provided by CLECs allowing other telecommunications providers to use the CLEC's SS7 signaling network.

4.4 Rate Elements

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

4.4.1 Basic Toll Free Access Query Rate Element

4.4.2 Designated 10-Digit Translation Rate Element (referred to as POTS Translations in **SBC-2STATE** and **SBC MIDWEST REGION 5-STATE**).

4.4.3 Call Validation Rate Element (referred to as Multiple Destination Routing Rate Element in **SBC-2STATE**).

4.4.4 Call Handling and Destination Rate Element (referred to as Six-Digit Master Number List Turnaround Rate Element in **SBC-2STATE** and 800 Database Vertical Feature in **SBC MIDWEST REGION 5-STATE**).

4.5 CLEC shall pay the Basic Toll Free Access query rate for each query received and processed by **SBC-12STATE**'s database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation, and Call Handling and Destination) are per query and in addition to the Basic Toll Free Access query charge; and shall also be paid by CLEC.

5. MONTHLY BILLING

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

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately

related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX 800
EXHIBIT I

1. SPECIFICATIONS AND STANDARDS

1.1 Description of Subject Area And Issuing Organization	Document Number
1.1.1 Telcordia, SS7 Specifications	TR-NWT-000246
1.1.1.1	TR-NWT-000271
1.1.1.2	TR-NWT-000533
1.1.2 Telcordia, CCS Network Interface Specifications	TR-TSV-000905
1.1.2.1	TP 76638
1.1.2.2	TR-NWT-00095

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) and CLEC.

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.25 **"Adjacent Structure"** is a Collocator provided structure at **SBC-13STATE**'s Premises adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.

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

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

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

2.29 **"Caged Physical Collocation"** is a cage or similar structure (not including a top) enclosing Collocator's Physical Collocation Space in which a Collocator may install its telecommunications equipment.

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

2.31 **"Collocation Interconnection Power Panel" (CIPP)** is a DC Power panel for Power termination. ***Two DC Power panels are available: (1) A DC power panel designed to provide either 20, 40 or 50 (Maximum) AMPS (redundant) of DC voltage, (2) A DC Power Panel designed to provide either 100 or 200 (Maximum) AMPS (redundant) of DC voltage; See*** also 9.6.5.

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

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

2.34 **"Eligible Equipment"** is the equipment eligible for collocation as defined in Section 6 of this Appendix.

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

2.36 **"Engineering Design Charge"** is the charge assessed by **SBC-4STATE** to perform the central office survey for caged and cageless serving arrangements and to implement the collocation area.

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

2.38 **"Equipment"** means hardware that must use power, have electronics, and provide a Telecommunications Service. The equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. The Collocator may not collocate its equipment sub-components or piece-parts.

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

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

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

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

2.43 **"Other Central Office Space"** denotes the space within the central office, which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.

2.44 **"Physical Collocation"** is as defined in Section 4 of this Appendix.

2.45 **"Physical Collocation Space"** is the space provided for the Collocator's physical collocation arrangement located within an **SBC-13STATE** Eligible Structure.

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

2.47 **"Premises"** means **SBC-13STATE**'s Eligible Structures and all land owned, leased or otherwise controlled by **SBC-13STATE** that is adjacent to these Eligible Structures.

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

2.49 **"Shared Physical Collocation Cage"** is a caged Physical Collocation Space that is shared by two or more Collocators within the **SBC-13STATE**'s Eligible Structure.

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

2.51 **"Unbundled Network Element" (UNE)** is As Defined in the Act.

2.52 **"Unused Space"** is space within **SBC-13STATE** Premises which is available for collocation (subject to technically feasibility, state and local safety and engineering requirements, third party property rights, and other requirements set forth in this Agreement) unless it is (a) physically occupied by non-obsolete and/or used equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by **SBC-13STATE** or by another carrier or affiliate; or (f) essential for the administration and proper functioning of **SBC-13STATE**'s Premises.

3. PURPOSE AND SCOPE OF APPENDIX

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

3.2 Preparation Prior to Regulatory Approval

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

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

3.2.2.1 If the State Commission has not approved the ICA prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.2 If the Collocator has not received their State Certification prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.3 If the Collocator has not received their State Certification or the State Commission has not approved the ICA by Day one hundred eighty (180) calendar days after space turnover, then the Collocator (forfeits) all charges collected to date by **SBC-13STATE** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

3.2.2.4 The Parties agree that billing for all costs incurred in the establishment of Physical Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if interim rates are pending State or Federal Commission approval.

4. GENERAL OFFERINGS

4.1 Except where Physical Collocation is not practical for technical reasons or because of space limitations, **SBC-13STATE** will provide Physical Collocation to Collocator for the purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to **SBC-13STATE** Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. Physical Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96.

4.1.1 Caged Physical Collocation

4.1.1.1 In the **SBC-13STATE**'s, Collocator may apply for Caged Physical Collocation in initial and subsequent increments of fifty (50) square feet. Space totaling less than fifty (50) square feet will be provided where technically feasible. The caged serving arrangement is an area designated by **SBC-13STATE** within an Eligible Structure to be used by a Collocator for the sole purpose of installing, maintaining and operating Collocator provided equipment. **SBC-13STATE** will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct or condition the Physical Collocation Space so the first Collocator in an **SBC-13STATE** Eligible Structure will not be responsible for the entire cost of site preparation.

4.1.1.2 The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of **SBC-13STATE**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **SBC-13STATE**, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

4.1.2 Shared Caged Collocation

4.1.2.1 Upon request, **SBC-13STATE** shall provide Collocator Shared Caged Collocation in any Unused Space.

4.1.2.1.1 A Collocator may request that **SBC-13STATE** provide Shared Caged Collocation via (i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space (**"New Shared Collocation"**) or (ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation (**"Subleased Shared Collocation"**). In each Shared Caged Collocation arrangement, **SBC-13STATE**'s single point of contact

(SPOC) with respect to such arrangement shall be referred to as the **"Primary Collocator"**. For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a **"Resident Collocator"**. An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

4.1.2.1.2 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from **SBC-13STATE** in a single application. The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of **SBC-13STATE**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **SBC-13STATE**, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. **SBC-13STATE** will prorate the Preparation Charges incurred by **SBC-13STATE** to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an **SBC-13STATE** Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and **SBC-13STATE** shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, **SBC-13STATE** shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but

not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement or the applicable tariff under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **SBC-13STATE** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

4.1.2.1.3 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Agreement. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **SBC-13STATE** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement or the applicable tariff under which the Primary Collocator purchases collocation t shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

4.1.2.1.4 The Primary Collocator represents and warrants to **SBC-13STATE** that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 6.1 of this Appendix and which is necessary to Interconnect with **SBC-13STATE** or for access to **SBC-13STATE**'s Unbundled Network Elements. **SBC-13STATE** shall provide Collocator access to **SBC-13STATE**'s Unbundled Network Elements and permit Collocator to interconnect its network with **SBC-13STATE** from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and **SBC-13STATE** shall have no obligation to provide Collocator's Resident Collocators access to **SBC-13STATE**'s Unbundled Network Elements or **SBC-13STATE**'s network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with **SBC-13STATE**.

4.1.2.1.5 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally

and irrevocably undertakes and guarantees **SBC-13STATE** the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. **SBC-13STATE** shall bill the new Primary Collocator any applicable charges to change **SBC-13STATE**'s records and databases to reflect such new Primary Collocator.

4.1.3 Cageless Physical Collocation

4.1.3.1 Subject to technical feasibility and security requirements, **SBC-13STATE** will allow Collocator to collocate in any Unused Space in **SBC-13STATE's** Eligible Structure (eg. Central Office, CEV, Hut or Cabinet containing Telecommunications Equipment), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to Collocator's Physical Collocation Space. **SBC-13STATE** will designate the space to be used for cageless collocation. **SBC-13STATE** may require Collocator to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for Collocator's use, and once inside the building, **SBC-13STATE** must permit Collocator to have direct access to their equipment.

4.1.3.2 Collocator will install their own bay(s) by an **SBC-13STATE** Approved Vendor. **SBC-13STATE** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

4.1.3.3 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

4.1.3.4 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width and up to 36" in depth.

4.1.3.5 **SBC-13STATE** prefers that the equipment mounted in the bay be flush mounted with the front of the bay; provided, however, in no event may the equipment be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated cabling must not exceed 15" for a standard bay.

4.1.3.6 **SBC-13STATE** may not require Collocator to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit to incumbents, in lieu of direct connection to **SBC-13STATE**'s network if technically feasible. **SBC-13STATE** may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing **SBC-13STATE** equipment in its own cage, and other reasonable security measures examples of which are described herein Section 13 of this Appendix. **SBC-13STATE** must make cageless collocation space available in single-bay increments, meaning that Collocator can purchase space in single bay increments. **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in an **SBC-13STATE** Premise will not be responsible for the entire cost of site preparation. **SBC-13STATE** will provide collocation space in CEV's, Huts or Cabinets in increments of "rack inches" (the amount of vertical rack space required to mount the Collocator's equipment including any space required for equipment separation and heat dissipation).

4.1.4 Adjacent Structure Collocation

4.1.4.1 When space is legitimately exhausted inside an **SBC-13STATE** Eligible Structure, **SBC-13STATE** will permit Collocator to physically collocate in an Adjacent Structure (e.g.

controlled environmental vaults, controlled environmental huts or similar structures such as those used by **SBC-13STATE** to house telecommunications equipment) located at **SBC-13STATE**'s Premises to the extent technically feasible. **SBC-13STATE** will permit Collocator or a third party to construct or otherwise procure such Adjacent Structure, subject to reasonable safety and maintenance requirements, zoning and other state and local regulations, and **SBC-13STATE**'s right to exercise reasonable control over the design, construction, and placement of such Adjacent Structures. **SBC-13STATE** will allow the Collocator to provide equipment installed within the Adjacent Structure subject to all the requirements set forth in this Appendix. Collocator will be responsible for securing the required licenses and permits, the required site preparations, and will retain responsibility for building and site maintenance associated with placing the Adjacent Structure. **SBC-13STATE** may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet building growth requirements. **SBC-13STATE** will assign the location where the Adjacent Structure will be placed.

4.1.4.2 When requested, **SBC-13STATE** will provide up to 100 AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and up to 200 AMPS of DC power to the Adjacent Structure up to 50 cable feet from the Central Office. When power requirements are beyond these office capacities and distance limitations, **SBC-13STATE** will treat the requirements as a non-standard request (ICB or NSCR) and coordinate a mutually agreeable solution for provisioning power with Collocator. At its option, Collocator may choose to provide its own AC and DC power to the Adjacent Structure. **SBC-13STATE** will provide power and physical collocation services and facilities to such Adjacent Structures, subject to the same nondiscrimination requirements as other physical collocation arrangements in this Agreement.

4.1.4.3 If Physical Collocation Space becomes available in a previously exhausted Eligible Structure, **SBC-13STATE** will not require Collocator to move or prohibit Collocator from moving, a collocation arrangement into that structure. Instead **SBC-13STATE** will continue to allow the Collocator to collocate in any Adjacent Structure that the Collocator has constructed or otherwise procured.

4.2 All requests for **"Other Physical Collocation"** arrangements or other Collocation services not contained in this Appendix will be considered on a case-by-case basis (ICB or NSCR). Other Physical Collocation arrangements or other Collocation services requested via an ICB or NSCR shall (i) be subject to the payment by CLEC of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and develop, provision and bill such Collocation method or service, (ii) be excluded from any provisioning intervals or performance measures contained in this Agreement, and (iii) require the Parties to reach written agreement on any rates, terms and conditions applicable to such ICB or NSCR within thirty (30) days after CLEC confirms its order pursuant to the ICB or NSCR. When a Collocator requests a particular Physical Collocation arrangement, the Collocator is entitled to a rebuttable presumption that such arrangement is technically feasible if any incumbent LEC, with a substantially similar network, has deployed such collocation arrangement in any incumbent LEC Physical Collocation Space. If **SBC-13STATE** refuses to provide a Physical Collocation arrangement, or an equally cost effective arrangement, it may do so if it rebuts the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.

4.3 The Collocator's **SBC-13STATE** Approved Vendor will be permitted access to the **SBC-13STATE** Main Distribution Frame and/or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **SBC-13STATE** Approved Power Installation Vendor to install power cable(s) from the Collocator's Physical Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5.3 and 10.6 of this Appendix.

4.4 **SBC-13STATE** shall permit Collocator to place its own connecting transmission facilities within **SBC-13STATE**'s Eligible Structure in the Physical Collocation space, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**, subject to reasonable safety limitations.

4.5 **SBC-13STATE** shall voluntarily permit the Collocator to provide, via installation by an **SBC-13STATE** approved vendor, a direct connection between its collocated equipment in a Physical Collocation Space to its collocated equipment located within the same **SBC-13STATE** Eligible Structure provided such Collocator has satisfied the statutory and contractual requirements for collocation in each instance. In addition, **SBC-13STATE** shall permit the Collocator to provide, via installation by an **SBC-13STATE** approved vendor, a direct connection between its collocated equipment and the collocated equipment of one or more separate telecommunications carriers collocated within the same **SBC-13STATE** Premises provided that Collocator and each such carrier has satisfied the statutory and contractual requirements to qualify for collocation. Where technically feasible, a connection may be made using copper cable, dark fiber, lit fiber, or such other transmission medium (media) mutually agreed to by SBC and collocators in writing. A collocation application listing a different medium (media) for a connection, even if accepted by **SBC-13STATE**, shall not constitute such a writing. A Collocator's request for a connection using other transmission medium (media) shall be submitted via the NSCR/ICB procedure.

4.5.1 **SBC-13STATE** will designate and engineer the route, place cable racking (if applicable) and provide space to be used for such connections. Such connections and their installation shall be subject to the same reasonable safety requirements that **SBC-13STATE** imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**.

5. SPACE AVAILABILITY AND ASSIGNMENT

5.1 At the request of Collocator, **SBC-13STATE** will provide space for Physical Collocation as described above. **SBC-13STATE** is not required to provide Physical Collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, **SBC-13STATE** will provide Adjacent Structure Collocation as described above or Virtual Collocation, as described in the Appendix Virtual Collocation, except where **SBC-13STATE** proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, **SBC-13STATE** will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

5.2 **SBC-13STATE** will provide physical collocation arrangements in Eligible Structures and on its Premises on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Physical Collocation at a particular Eligible Structure or at a particular Premise will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If **SBC-13STATE** determines that Collocator's Physical Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

5.2.1 When space for Physical Collocation in a particular Eligible Structure is not available, **SBC-13STATE** shall place Collocator on the waiting list for collocation in a particular Eligible Structure according to the date Collocator submitted its application for Physical Collocation in that Eligible Structure.

5.3 If **SBC-13STATE** contends that space for Physical Collocation is not available in an Eligible Structure, **SBC-13STATE** must allow Collocator to tour the entire central office or other Eligible Structure in question, without charge and within ten (10) calendar from the receipt of **SBC-13STATE**'s denial of space notification or such later date as mutually agreed by the parties. Prior to taking a tour, each representative must execute and deliver to **SBC-13STATE** a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an **SBC-13STATE**'s Eligible Structure.

5.3.1 If Collocator disputes **SBC-13STATE**'s determination, Collocator can elect a review to be made by a mutually agreed to third party engineer or a Commission designate, under a non-disclosure agreement. All costs of the third-party inspection including, but not limited to, all payments to the third-party engineer or Commission designate in connection with the inspection, shall be shared equally by **SBC-13STATE** and the Collocator. The third party engineer shall take into consideration **SBC-13STATE**'s planned use for the Eligible Structure under review and, to the extent it can review Collocator space and how it is used.

5.3.2 If **SBC-13STATE** denies a Collocator's request for Physical Collocation because of space limitations and, after touring the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, **SBC-13STATE** shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, **SBC-13STATE** or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation.

5.4 **SBC-13STATE** will maintain a publicly available document, posted for viewing on **SBC-13STATE**'s CLEC ONLINE Web-site, indicating all Eligible Structures that are full, and will update such a document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation Space.

5.5 Upon receipt of a written request, **SBC-13STATE** will submit to the Collocator within ten (10) calendar days of the submission of the request a report describing in detail the space that is available for collocation in a particular **SBC-13STATE** Premises. This report will specify the amount of collocation space available at each requested Premises, the number of collocators, and any modifications in the use of the space since the last report. This report will also include measures that **SBC-13STATE** is taking to make additional space additional space available for collocation. **SBC-13STATE** will provide a report for two (2) to five (5) requests in ten (10) business days and six (6) to twenty (20) requests in twenty-five (25) business days. Should the Collocator submit more than twenty (20) requests at once, **SBC-13STATE** will provide the information on a scheduled basis of ten (10) additional offices for every ten (10) business days.

5.5.1 In **SBC-13STATE**, reports shall be ordered via the Collocation order form on **SBC-13STATE's** CLEC ONLINE Web-site and shall specifically identify the CLLI code of each Premises for which a report is ordered.

5.5.2 **SBC-13STATE** shall recover costs for the implementation of these reporting measures in a reasonable manner.

5.5.3 **SBC-13STATE** shall permit a Collocator to submit Physical Collocation Space preferences prior to **SBC-13STATE** assigning the carrier's space. Such preference shall be indicated on the Collocator's Physical Collocation application.

5.6 **SBC-13STATE** is not required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. Moreover, **SBC-13STATE** is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of Collocator equipment or facilities, whether through an initial request for Physical Collocation or a subsequent request for more space in an Eligible Structure. **SBC-13STATE** and Collocator shall not unreasonably warehouse forecasted space.

5.7 To the extent possible, **SBC-13STATE** will make contiguous space available to a Collocator if a Collocator seeks to expand an existing Physical Collocation arrangement and such request meets **SBC-13STATE**'s non-discriminatory practices regarding efficient space utilization.

5.8 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, **SBC-13STATE** will take into account future demand based upon its knowledge of Collocator demand for Collocation. Collocator will provide **SBC-13STATE** with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.

5.9 **SBC-13STATE** may retain a limited amount of floor space for **SBC-13STATE**'s own specific future uses; provided, however that neither **SBC-13STATE** nor any of its affiliates may reserve space for future use for like equipment on terms more favorable than those that apply to other telecommunications carriers, including Collocator, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, **SBC-13STATE** will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless **SBC-13STATE** proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, **SBC-13STATE** and the Collocator will attempt to reach a mutually agreeable alternative method of interconnection.

5.10 At the request of the Commission or Collocator, **SBC-13STATE** shall remove any obsolete and unused equipment (e.g., retired in-place") from its Eligible Structures. **SBC-13STATE** shall be permitted to recover the cost of removal and/or relocation of such equipment if **SBC-13STATE** incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).

5.11 **SBC-13STATE** may impose reasonable restrictions on its provision of additional Unused Space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Report and Order (96-325); provided, however, that **SBC-13STATE** shall not set a maximum space limitation on Collocator unless **SBC-13STATE** proves to the Commission that space constraints make such restrictions necessary.

5.12 Notwithstanding anything contrary in this Agreement, **SBC-13STATE** maintains ultimate authority to assign and configure space for Physical Collocation within its Premises. **SBC-13STATE** will assign Physical Collocation Space on rates, terms and conditions that are just, reasonable, and nondiscriminatory. **SBC-13STATE**'s space assignment will not (i) materially increase a Collocator's collocation costs or materially delay a Collocator's occupation and use of the **SBC-13STATE**'s Premises, unless required by operational constraints unrelated to competitive concerns, or (ii) reduce unreasonably the total space available for physical collocation or preclude unreasonably Physical Collocation within **SBC-13STATE**'s Premises. In addition, **SBC-13STATE** will not assign Physical Collocation Space that will discriminatorily impair the quality of service or impose other material limitations on the service Collocator wishes to offer.

5.13 **SBC-13STATE** may restrict Physical Collocation to space separated from space housing **SBC-13STATE's** Equipment, provided that each of the following conditions is met:

(1) Either legitimate security concerns, or operational constraints unrelated to **SBC-13STATE's** or any of its Affiliates' or subsidiaries competitive concerns, warrant such separation;

(2) Any Physical Collocation Space assigned to an Affiliate or subsidiary of **SBC-13STATE** is separate from space housing **SBC-13STATE's** equipment;

(3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space;

(4) The cost of the separate space to Collocator will not be materially higher than the cost of non-separated space; and

(5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.

5.14 **SBC-13STATE** may require the employees and contractors of Collocator to use a central or separate entrance to the **SBC-13STATE** Premises; provided, however, that where **SBC-13STATE** requires that the employees or contractors of Collocator access collocated Equipment only through a separate entrance, employees and contractors of the **SBC-13STATE**'s Affiliates and Subsidiaries will be subject to the same restriction.

5.15 **SBC-13STATE** may construct or require the construction of a separate entrance to access Physical Collocation Space, provided that each of the following conditions is met:

(1) Construction of a separate entrance is technically feasible;

(2) Either legitimate security concerns, or operational constraints unrelated to **SBC-13STATE's** or any of its Affiliates' or Subsidiaries competitive concerns, warrant such separation;

(3) Construction of a separate entrance will not artificially delay collocation provisioning; and

(4) Construction of a separate entrance will not materially increase Collocator's costs.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 **SBC-13STATE** will allow Equipment to be collocated only if (1) it is "necessary" for interconnection to the **SBC-13STATE**'s network for the transmission and routing of telephone exchange service or exchange access, or for access to **SBC-13STATE**'s unbundled network elements ("UNEs") for the provision of a Telecommunications Service, under all the standards and requirements addressed in this Section 6, or (2) **SBC-13STATE** voluntarily decides to allow the Equipment to be collocated on a non-discriminatory basis.

6.2 For purposes of this Section 6, Equipment is considered "necessary" as follows:

(1) Equipment is considered necessary for Interconnection if an inability to deploy that Equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining interconnection with **SBC-13STATE** at a level equal in quality to that which **SBC 13STATE** obtains within its own network or **SBC-13STATE** provides to any Affiliate, subsidiary, or other party.

(2) Equipment is considered necessary for access to a UNE if an inability to deploy that Equipment would, as a practical, economic, or operational matter, preclude Collocator from obtaining nondiscriminatory access to that UNE, including any of its features, functions, or capabilities.

6.3 Subject to the requirements of Section 6, "Stand-alone Function" Equipment that may be collocated include:

(1) Transmission equipment that is optical terminating equipment or a multiplexer

(2) Equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.

(3) Equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. "Advanced Services Equipment" is defined as, and limited to, the following equipment: DSLAMs or functionally equivalent equipment; spectrum splitters that are used solely in the provision of Advanced Services; packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; modems used in the provision of packetized data; and DACS frames used only in the provision of Advanced Services.

(4) Optical Concentrator Devices ("OCDs") or functionally equivalent Equipment used to provide Advanced Services.

(5) Remote switch modules ("RSMs") used in conjunction, via an umbilical, with host switches located in different CLEC locations.

6.4 **SBC-13STATE** may, at its option on a non-discriminatory basis, deny collocation of any of the above, or any other, Equipment if collocation of that Equipment would burden **SBC 13STATE**'s property interests and alternative Equipment not imposing such a burden is practically, economically, and operationally available

to obtain interconnection or access to UNEs consistent with sections 251(c)(2) and 251(c)(3) of the Act. For **SBC-13STATE** to consider whether a request avoids such burden, the CLEC must provide all information needed by **SBC-13STATE** concerning the equipment or facilities in question, including without limitation its size (height, width, and depth) and its requirements for power, heat, ventilation, and air conditioning, and other resources. In addition, in order for **SBC-13STATE** to determine whether or not Equipment meets the "necessary" standard, CLEC must provide information establishing how it intends to use the equipment for interconnection with **SBC-13STATE**'s network for the transmission and routing of telephone exchange service and exchange access and/or for access to **SBC-13STATE**'s UNEs for the provision of a Telecommunications Service. For this purpose, CLEC must identify what it intends to interconnect the Equipment to and/or what it intends to use the Equipment to access and must identify the services it intends to use the Equipment to provide. To qualify for collocation, any of the above Equipment that is used for switching or routing must be (1) "necessary" under the standards set forth above for access to a **SBC-13STATE** UNE sub-loop and (2) used solely for that purpose unless it also meets the requirements set forth below for collocating "Multi-functional Equipment." Equipment excluded from collocation in any other sub-section of this Section 6 also would be excluded as "stand-alone function" Equipment. **SBC-13STATE** will make determinations on a request-by-request basis of whether or not Equipment meets these standards in order to be permitted, or whether or not Equipment will be voluntarily permitted. Moreover, if CLEC seeks to collocate a switch, CLEC must provide information establishing whether the switch is a packet switch, a circuit switch, or a combination. If the switch is a circuit switch or a combination, CLEC must provide information establishing whether or not the switch is used in conjunction, via an umbilical, with host switches located in different CLEC locations.

6.5 **SBC-13STATE** will not allow collocation of, among other Equipment, traditional, circuit switches or enhanced/information services Equipment. For purposes of this section, "traditional, circuit switch" is defined as any Equipment that performs circuit switching independently of other switches or switching systems and does not meet the requirements set forth below for collocating "Multi-functional Equipment." "Traditional circuit switches" include, but are not limited to, the following examples of equipment when such equipment does not meet such requirements: (1) equipment with circuit switching capabilities included in 47 CFR section 51.319(c) which defines "local circuit switching capability" and "local tandem switching capability;" (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch; and (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; and Siemens EWSD. For purposes of this Section 6, "enhanced services" are defined as in 47 CFR section 64.702, and "information services" are defined as in section 3(2) of the Act.

6.6 For purposes of this Section 6, "Multi-functional Equipment" is defined as Equipment that combines one or more functions that are necessary for interconnection or access to UNEs with one or more functions that would not meet that standard as stand-alone functions ("Unnecessary Functions"). **SBC-13STATE** will permit the collocation of Multi-functional Equipment if and only if the primary purpose and function of the Equipment, as the Collocator seeks to deploy it, meets all the requirements set forth Section 6.3 above for either interconnection or access to UNEs. For a piece of Multi-functional Equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more UNEs, there also must be a logical nexus between the additional functions the Equipment would perform and the telecommunication services which the Collocator seeks to provide to its customers by means of the interconnection or UNE. The additional functions must aid in the actual transmission or routing of telephone exchange service and exchange access used with interconnection, or in the actual provision of the telecommunications service used with access to UNEs, in the manner that the CLEC intends to provide such services. For example, **SBC-13STATE** will not allow collocation of certain Equipment including, without limitation, Equipment used to provide payroll processing, data collection, billing, or Equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, or other operation support systems, or other Equipment that does not provide telecommunications services. Collocator may not collocate Multi-Functional Equipment that has Unnecessary Functions which significantly increases the burden on **SBC-13STATE**'s property interests. For example, the additional functions must not require reconfiguration of the outer boundaries of the

CLEC's collocation space, increased floor support, or upgrades to power, air conditioning, heating, or similar plant. **SBC-13STATE** also will consider other potential burdens on a request-by request basis, together with making determinations of whether or not particular Equipment meets all the standards in this Section 6. For **SBC-13STATE** to make these considerations, the CLEC must provide, without limitation, the information described in Section 6.4.

6.7 Ancillary Equipment or facilities do not provide telecommunications services and are not "necessary" for interconnection or access to unbundled network elements. **SBC-13STATE** voluntarily allows the Collocator to place in its Physical Collocation space certain ancillary Equipment or facilities solely to support and be used with Equipment that the Collocator has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, portable test equipment, equipment racks and bays, and potential other ancillary equipment or facilities may be placed in **SBC-13STATE**'s premises, on a non-discriminatory basis, only if **SBC-13STATE** agrees to such placement.

6.8 Collocator may not collocate certain equipment, facilities, or hardware which duplicate equipment, facilities or hardware used, and functions performed, by **SBC-13STATE** as part of its provision of infrastructure systems for collocation. Such equipment, facilities or hardware include, without limitation, Battery Distribution Fuse Bays, air conditioners, heaters, or bulk power plants. These and other types of equipment, facilities or hardware that do not provide Telecommunications Services may not be collocated.

6.9 **SBC-13STATE** will consider other equipment that provides a Telecommunications Service on a request-by request basis, together with making determinations of whether or not particular Equipment meets all the standards in this Section 6.

6.10 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

6.11 All types of equipment placed in **SBC-13STATE** Eligible Structures or on its Premises by Collocators must meet the **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with **SBC-13STATE** LEC document TP76200MP which contains network equipment, power, grounding, environmental, and physical design requirements and also contains Level 1 safety requirements except in Texas and any other state that has adopted the same approach as Texas, where Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems.

6.12 **SBC-13STATE** will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that **SBC-13STATE** applies to its own network equipment. **SBC-13STATE** will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

6.13 In the event that **SBC-13STATE** denies Collocation of Collocator's equipment, citing minimum safety standards, **SBC-13STATE** will provide within five (5) business days of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.

6.14 In the event Collocator submits an application requesting collocation of certain equipment and **SBC-13STATE** determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the equipment. If Collocator disputes such determination by **SBC-13STATE**, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If **SBC-13STATE** determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this

Appendix, the Collocator must remove the equipment from the collocation space within ten (10) business days of the date of the written notice from **SBC-13STATE**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. PHYSICAL COLLOCATION SPACE CHARGES

7.1 Physical Collocation Space

For each Physical Collocation request, Collocator must submit a separate Physical Collocation Application with the applicable Application and Project Management Fees including, but not limited to, the following types of requests: (i) a request to physically collocate equipment in a new Physical Collocation Space, (ii) a request to Augment an existing Physical Collocation Space, (iii) a request for direct cabling within an Eligible Structure, (iv) a request to partially disconnect and/or removal of Collocator's Eligible Equipment from an Eligible Structure, (v) a request to complete disconnect and/or removal of Collocator's Eligible Equipment from an Eligible Structure, (v) an ICB or NSCR, and (vi) specified revisions to Collocation Applications. A copy of the Physical Collocation Application may be obtained from the **SBC-13STATE** Collocation Services Account Manager or from the **SBC-13STATE** CLEC ONLINE Web-Site.

7.2 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space, using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure.

7.3 Recurring/Non-Recurring charges - The Parties acknowledge that CLEC may have obtained use of Physical Collocation Space and **SBC-13STATE**-provided facilities/equipment therein pursuant to a Collocation Application(s) submitted to **SBC-13STATE** prior to the effective date of this Agreement ("CLEC's Physical Collocation Embedded Base"). To the extent the CLEC's Physical Collocation Embedded Base, if any, was purchased by CLEC from an applicable **SBC-13STATE** Commission-ordered physical collocation tariff in a particular state, the associated non-recurring and recurring rates (and intervals for uncompleted work associated with those Applications) set forth in such tariff, as amended from time to time, shall continue to apply to the CLEC's Physical Collocation Embedded Base in such state. For the CLEC's Physical Collocation Embedded Base, if any, purchased by CLEC pursuant to rates, terms and conditions agreed to by the Parties in an applicable prior interconnection agreement for a particular state, the associated agreed to nonrecurring and recurring rates in the applicable prior interconnection agreement, attached hereto in the Pricing Schedule entitled "Physical Collocation Embedded Based Rates and Charges" (Appendix Pricing) and incorporated herein by reference (and any intervals for uncompleted work associated with those Applications), shall continue to apply to the CLEC's Physical Collocation Embedded Base in that state.[1] For any Collocation Application(s) submitted by CLEC to **SBC-13STATE** after the effective date of this Agreement, the associated recurring and non-recurring rates and charges in the Pricing Schedule entitled "Physical Collocation CDOW Rates and Charges" (Appendix Pricing) attached hereto and incorporated by reference, and the intervals set forth herein, shall apply. Charges may be generated on an ICB/NSCR basis or may be contained the state specific Appendix Pricing.

7.3.1 An ICB/NSCR quote is prepared by **SBC-13STATE** to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space, Augment, or Collocation services where a state specific Appendix Pricing rate element does not exist. This ICB/NSCR quote is prepared

[1] In the event that this Agreement is the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, for purposes of this Agreement, the term "CLEC's Physical Collocation Embedded Base" shall mean the Adopting CLEC's own Physical Collocation Embedded Base and the nonrecurring and recurring rates (and intervals for uncompleted work associated with those Applications) for such Physical Collocation Embedded Base shall be the nonrecurring and recurring rates (and intervals) in the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Physical Collocation Embedded Base from or the nonrecurring and recurring rates (and intervals) previously agreed to by the Adopting CLEC and **SBC-13STATE** pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and **SBC-13STATE**.

specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) calendar days following the job completion date.

7.4 Collocator shall pay its proportionate share of any reasonable security arrangements **SBC-13STATE** employs to protect **SBC-13STATE** equipment and ensure network reliability.

7.5 Payment of Preparation - Prior to any obligation on **SBC-13STATE** to start any preparation of the Physical Collocation Space, Collocator shall pay **SBC-13STATE** fifty percent (50%) of the Preparation Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). Collocator also has the option of submitting a surety bond to cover these charges, in lieu of a check. The remainder of the Preparation Charge and any Custom Work charge are due upon completion and prior to occupancy by the Collocator.

7.6 Occupancy Conditioned on Payment - **SBC-13STATE** shall not permit Collocator to have access to the Physical Collocation Space for any purpose other than inspection during construction of Collocator's Physical Collocation Space until **SBC-13STATE** is in receipt of complete payment of the Preparation Charge and any Custom Work charges.

7.7 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after **SBC-13STATE** has begun preparation of the Physical Collocation Space but before **SBC-13STATE** has been paid the entire amounts due under this Appendix, then in addition to any other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in **SBC-13STATE**'s intrastate tariff late payment provision(s) applicable to access services for the State in which the Physical Collocation Space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the Delivery Date.

7.10 The monthly recurring charge(s) shall begin to apply, no later than five (5) calendar days from the date that **SBC-13STATE** made the Physical Collocation Space available to the Collocator, Physical Collocation Space regardless of any failure by Collocators to complete its work. The fact that **SBC-13STATE** may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.

7.11 The charges for an Adjacent Structure Collocation and for a Physical Collocation arrangement that is provided in Eligible Structures other than Central Offices shall be determined on Individual Case Basis (ICB/NSCR) in the **SBC-13STATES**.

8. USE OF PHYSICAL COLLOCATION SPACE

8.1 **SBC-13STATE** shall ensure that the Physical Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8.2 Restroom access and parking will be provided on a reasonable basis in the **SBC-13STATES**.

8.3 A list of all Collocator equipment that will be placed within the Physical Collocation Space shall be set forth on the Collocator's Physical Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Physical Collocation Application contains a complete and accurate list of such Collocator equipment.

Collocator's **SBC-13STATE** Approved Vendor shall not place or leave any other equipment or facilities within the Physical Collocation Space without the express written consent of **SBC-13STATE**.

8.4 In the event that subsequent to the submission of the Physical Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Physical Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Physical Collocation Application, Collocator shall furnish to **SBC-13STATE** a new Physical Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, **SBC-13STATE** may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **SBC-13STATE** and Collocator of a final list and description and receipt by **SBC-13STATE** of payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

8.5 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to **SBC-13STATE** network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, is strictly prohibited.

8.6 Operation of any equipment, facilities or any other item placed in the Physical Collocation Space shall not interfere with or impair service over **SBC-13STATE** network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Physical Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Physical Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

8.7 In no case shall the Collocator's **SBC-13STATE** Approved Vendor or any person or entity purporting to be acting through or on behalf of the Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Physical Collocation Space the Eligible Structure or the Adjacent Structure without the advance written permission or direction of **SBC-13STATE**. **SBC-13STATE** shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that **SBC-13STATE** shall have the right to reject or modify any such request. If **SBC-13STATE** performs any such construction, and the associated cost shall be paid by Collocator in accordance with **SBC-13STATE** then-standard custom work order process, ICB or NSCR.

9. COLLOCATOR RESPONSIBILITIES

9.1 Consistent with the nature of the Eligible Structure, the Adjacent Structure and the environment of the Physical Collocation Space, Collocator shall not use the Physical Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by Collocator shall be permitted on the Eligible Structure, on the grounds surrounding the building, or on the Adjacent Structure.

9.2 Collocator represents and warrants that each item of Collocator's Equipment meets **SBC-13STATE** minimum safety standards and are compliant with the other requirements set forth in this Appendix. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO **SBC-13STATE** IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.

9.3 Procurement, installation and termination of interconnection cabling between Collocator's Physical Collocation Space and **SBC-13STATE** Main Distribution Frame and/or interconnection points by

Collocator's **SBC-13STATE** Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5.3 of this Appendix.

9.4 Procurement and installation of power cable(s) by Collocator's **SBC-13STATE** Approved Power Installation Vendor from the Physical Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.

9.5 Collocator's employees, agents and contractors shall be permitted access to the Physical Collocation Space at all times, provided that Collocator's employees, agents and contractors comply with **SBC-13STATE**'s policies and practices pertaining to fire, safety and security. Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Physical Collocation Space.

9.6 Collocator is solely responsible for the design, engineering, installation, testing, performance, and maintenance of the Collocator Telecom Equipment used by Collocator in the Physical Collocation Space. Collocator may not disassemble, remove or otherwise reconfigure the cage enclosure (Physical Collocation Space) at any time unless it has been provided by the Collocator. Collocator is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Physical Collocation Space in the **SBC-13STATES**:

9.6.1 Its fiber optic cable(s);

9.6.2 Its Collocator Telecom Equipment;

9.6.3 Collocator requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within Collocator's Physical Collocation Space; and

9.6.4 The connection cable and associated equipment which may be required within Collocator's Physical Collocation Space to the point(s) of termination of that cable within Collocator's Physical Collocation Space.

9.6.5 **SBC-13STATE** requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from **SBC-13STATE**'s BDFB. No CIPP is required for 20, 40 or 50 amp arrangements, which are served from **SBC-13STATE**'s BDFB. The CIPPs are designed to provide 20, 40, 50 or 100/200 (maximum) amp redundant increments of DC power. The CIPP is always required for 100/200 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP76200MP Level 1 requirements.

9.7 Collocator will, whenever possible, place their telecom equipment in the Physical Collocation Space within ninety (90) calendar days of Delivery Date. Collocator must interconnect to **SBC-13STATE**'s network or gain access to **SBC-13STATE**'s unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, **SBC-13STATE** may, upon written notice, terminate that Physical Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under this Appendix for the terminated arrangement and, further, shall continue to be bound by the provisions of this Appendix, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator Telecom Equipment is considered to be interconnected when physically connected to **SBC-13STATE**'s network or a **SBC-13STATE** unbundled network element for the purpose of Collocator providing a telecommunications service.

9.8 Orders for additional space will not be accepted until the existing Collocator's Physical Collocation Space in the requested Eligible Structure, is "efficiently used." Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DSO, DS1, Fiber, etc.) in the requested Eligible Structure is "efficiently use."

9.8.1 For purposes of this Appendix, "efficiently used" space means the Collocator is utilizing between sixty percent (60%) and one hundred percent (100%) of the Collocator's existing collocation space

arrangement, caged and/or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of **SBC-13STATE**.

9.8.2 For purposes of this Appendix, "efficiently used" CFA means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of **SBC-13STATE**.

9.9 Subject to the limitations and restrictions of this Appendix, Collocator may place or install in or on the Physical Collocation Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Physical Collocation Space as described above. Personal property, fixtures and unpowered facilities placed by Collocator in the Physical Collocation Space shall not become a part of the Physical Collocation Space, even if nailed, screwed or otherwise fastened to the Physical Collocation Space, but shall retain their status as personal property and may be removed by Collocator at any time. Any damage caused to the Physical Collocation Space by the removal of such property shall be repaired at Collocator's expense.

9.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 9.10.1, 9.10.2, 9.10.3, and 9.10.4. Collocator shall strictly observe and abide by each in **SBC-13STATES**.

9.10.1 **SBC-13STATE** TP76200MP, Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;

9.10.2 **SBC-13STATE**'s most current Interconnector's Collocation Services Handbook and any successor document(s), as may be modified from time to time as set forth below.

9.10.3 **SBC-13STATE** TP76300MP, standards and requirements for equipment and facilities installations, and any successor document(s) within **SBC-13STATE** central offices and may be modified from time to time.

9.10.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Physical Collocation Application or that subsequently become effective and then when effective.

10. COOPERATIVE RESPONSIBILITIES

10.1 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure. **SBC-13STATE** will permit Collocator to subcontract the construction of Physical Collocation arrangements with contractors/vendors approved by **SBC-13STATE**, provided that **SBC-13STATE** will not unreasonably withhold approval of contractors.

10.2 **SBC-13STATE** will allow Collocator to select its own contractors for all required engineering and installation services associated with the Collocator Telecom Equipment (*e.g.*, **SBC-13STATE** shall not require Collocator to use **SBC-13STATE**'s internal engineering or installation work forces for the engineering and installation of the Collocator Telecom Equipment). Installation of the Collocator Telecom Equipment in the Physical Collocation Space must nevertheless comply with **SBC-13STATE** TP76300MP. Collocator-selected contractors must agree to all policies and procedures in this Appendix. Access to the Eligible Structure or **SBC-13STATE**'s Premises and the Physical Collocation Space for Collocator contractors is provided submit to the same requirements as the Collocator.

10.2.1 In **SBC-13STATE**, Collocator's contractors must be certified as required in the Interconnector's Collocation Handbook which is not incorporated herein but available on **SBC-13STATE**'s CLEC ONLINE Web-Site.

10.3 If the Interconnector's Collocation Services Handbook, **SBC-13STATE**'s CLEC ONLINE Web-Site or the TP76200MP, is modified subsequent to the effective date of this agreement from the attached, the following shall apply:

10.3.1 If a modification is made after the date on which Collocator has or orders a Physical Collocation arrangement, **SBC-13STATE** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **SBC-13STATE**.

10.4 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, **SBC-13STATE**'s CLEC ONLINE Web-Site, **SBC-13STATE** TP76300MP, and the TP76200MP in the **SBC-13STATES**.

10.5 **SBC-13STATE** shall provide an interconnection point or points, physically accessible by both **SBC-13STATE** and Collocator (typically a **SBC-13STATE** manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that **SBC-13STATE** will designate interconnection points as close as reasonably possible to the Eligible Structure. **SBC-13STATE** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for **SBC-13STATE**'s cable facilities and at which space is available for new facilities in at least two of those entry points. Collocator shall use a single mode dielectric, plenum rated, fire retardant fiber optic cable as a transmission medium to the Physical Collocation Space. Collocator shall be permitted no more than two (2) entrance routes into the Building, if available.

10.5.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-13STATE**, and for leaving sufficient cable length to fully extend the fiber optic cable to the Collocator's assigned space within the Eligible Structure. Under **SBC-13STATE** observation, the Collocator's **SBC-13STATE** Approved Vendor will fully extend such Collocator-provided cable per the **SBC-13STATE** TP76300MP to the Collocator's assigned Physical Collocation Space. Coordination for placement of entrance cable facilities must be scheduled with **SBC-13STATE**'s designated Outside Plant Engineer and must obtain an approved Method of Procedures (MOP) from **SBC-13STATE**.

10.5.2 **SBC-13STATE** will permit interconnection of copper or coaxial cable only if first approved by the appropriate State Commission and will permit collocation of microwave transmission equipment along with the microwave entrance facility except where such collocation is not practical for technical reasons or because of space limitations.

10.5.3 **SBC-13STATE** will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Physical Collocation Space and **SBC-13STATE** Main Distribution Frame and/or its equivalent will be installed by the Collocator's **SBC-13STATE** Approved Vendor. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE**'s standards and requirements for installation of equipment and facilities. **SBC-13STATE** will install and stencil the termination blocks or panels at **SBC-13STATE**'s Main Distribution Frame and/or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

10.6 Unless otherwise expressly agreed in writing, **SBC-13STATE** will provide for all AC and DC power requirements in the Eligible Structure. The Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the power and **SBC-13STATE**'s associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **SBC-13STATE**'s substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a

power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the **SBC-13STATE**'s is based on demand management. **SBC-13STATE** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's **SBC-13STATE** Approved Power Installation Vendor will install the power cable(s) from the Physical Collocation Space to **SBC-13STATE**'s dedicated termination points on the Battery Distribution Fuse Bay (BDFB. When the **SBC-13STATE**'s designated power termination point(s) is at the **SBC-13STATE**'s Power Plant Primary Distribution, the Collocator's **SBC-13STATE** Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned **SBC-13STATE** Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power cable(s) to the **SBC-13STATE**'s Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE** TP76300MP.

10.7 **SBC-13STATE** will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that **SBC-13STATE** provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.

10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or **SBC-13STATE** under its then-standard custom work order process or NSCR, including payment requirements prior to the installation of the regeneration equipment.

10.9 Collocator and **SBC-13STATE** are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

10.10 **SBC-13STATE** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

10.11 **SBC-13STATE** agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Physical Collocation Space.

10.12 Collocator and **SBC-13STATE** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

10.13 In **SBC-13STATE**, each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.

10.14 In the event **SBC-13STATE** determines it necessary for Physical Collocation Space to be moved within the Eligible Structure in which the Physical Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the continued occupancy of the Physical Collocation Space or Eligible Structure too costly in **SBC-13STATE**'s sole judgment, Collocator shall be responsible for the cost of preparing the new Physical Collocation Space at the new location. Otherwise **SBC-13STATE** shall be responsible for any reasonable preparation costs.

10.14.1 In the event that a Collocator requests that the Physical Collocation Space be moved within the **SBC-13STATE** Eligible Structure or to another Eligible Structure, **SBC-13STATE** shall permit the Collocator to relocate the Physical Collocation Space, subject to the availability of space and associated requirements. Collocator shall be responsible for all charges associated with the

move, including the reinstallation of its equipment and facilities and the preparation of the new Physical Collocation Space and the new Wire Center as applicable.

10.15 In the event the Collocator cancels its order after **SBC-13STATE** has begun preparation of the Physical Collocation Space, but before **SBC-13STATE** has been paid the entire amount due under this Agreement, then in addition to other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. **SBC-13STATE** shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Physical Collocation request.

10.16 Collocator may discontinue or terminate a Physical Collocation Arrangement on not less than thirty (30) days advance notice to **SBC-13STATE** by submitting a complete and accurate Physical Collocation Application plus applicable fees. Upon the discontinuance or termination of a Physical Collocation arrangement, the Collocator shall pay to **SBC-13STATE** all costs associated with returning the Physical Collocation Space to **SBC-13STATE** in the same condition as when **SBC-13STATE** first began any construction work on such space on behalf of Collocator. Such costs include, but are not limited to, costs associated with removal by **SBC-13STATE** of facilities, cabling and cages.

10.17 Upon discontinuance or termination of the Physical Collocation arrangement, the Collocator will work cooperatively with **SBC-13STATE** to remove the Collocator's equipment from **SBC-13STATE** property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. **SBC-13STATE** is not responsible for and will not guarantee the condition of such equipment if removed by Collocator or an **SBC-13STATE** vendor hired by Collocator. Collocator shall indemnify and hold **SBC-13STATE** harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while Collocator is removing its own equipment. The Collocator is responsible for arranging for and paying for the removal of physically collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator's physically collocated equipment must be made within thirty (30) calendar days of **SBC-13STATE** receipt of Collocator's Physical Collocation Application to terminate the Physical Collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, **SBC-13STATE** has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. **SBC-13STATE** shall have no responsibility for damage done to such removed equipment caused by **SBC-13STATE** or its contractors during the removal process. Collocator will indemnify and hold **SBC-13STATE** harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if **SBC-13STATE** removes Collocator's equipment. Any equipment not removed in this time frame may be removed by **SBC-13STATE** and stored in a non- **SBC-13STATE** location, at the expense of the Collocator.

10.18 Upon termination of the Physical Collocation arrangement, the Collocator must remove the fiber entrance cable used for the Physical Collocation. If the entrance cable(s) is not scheduled and removed within thirty (30) calendar days after discontinuance of use, **SBC-13STATE** may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable as set forth in Section 10.18 below. **SBC-13STATE** and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when **SBC-13STATE** instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

10.19 If Collocator fails to remove its equipment and facilities from the Physical Collocation Space within thirty (30) calendar days after discontinuance of use, **SBC-13STATE** may perform the removal and shall charge

Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold **SBC-13STATE** harmless from any and all claims, expenses, fees, or other costs associated with any such removal by **SBC-13STATE**.

10.20 Other than the security restrictions described herein, **SBC-13STATE** shall place no restriction on access to Collocator's central office Physical Collocation Space by Collocator's employees and designated agents. Such space shall be available to Collocator designated agents twenty-four (24) hours per day each day of the week. **SBC-13STATE** will not impose unreasonable security restrictions for the Eligible Structure, including the Physical Collocation Space.

10.21 Demarcation Point – **SBC-13STATE** shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between Collocator's network and **SBC-13STATE**'s network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. Collocator is responsible for coordinating with **SBC-13STATE** to ensure that services are installed in accordance with a service request.

10.22 Collocator is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Physical Collocation Space, or to any piece of Collocator Telecom Equipment, or any other Collocator-provided facility or piece of equipment. If **SBC-13STATE** testing is also required, it will be provided at applicable charges.

11. TESTING AND ACCEPTANCE

11.1 Collocator and **SBC-13STATE** will complete an acceptance walk-through of the Physical Collocation Space prior to **SBC-13STATE** turning the Physical Collocation Space over to Collocator. Exceptions that are noted during this acceptance walk-through shall be corrected by **SBC-13STATE** as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Physical Collocation request shall be at **SBC-13STATE**'s expense.

11.2 Once the Collocator's equipment installation is successfully completed, power must be turned up and tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its **SBC-13STATE** approved installation contractor, **SBC-13STATE**, and/or **SBC-13STATE** vendor.

11.3 All installations of equipment must be in accordance with the **SBC-13STATE** TP76300MP and subject to review by an **SBC-13STATE** maintenance engineer for compliance. Should **SBC-13STATE** maintenance engineer determine during their review audit that the installation is not compliant with specifications, the Collocator or it's **SBC-13STATE** Approved Vendor must correct non compliant items and schedule an additional review audit after corrective work has been performed.

11.4 Collocator shall be responsible for coordination with its **SBC-13STATE** Approved Vendor to be at the site for acceptance testing.

11.5 Once Collocator has accepted the facilities, the Collocator will order either interconnection or access to UNEs from **SBC-13STATE** to be connected to their equipment.

12. DELIVERY INTERVALS

12.1 The construction interval relates to the period in which **SBC-13STATE** shall construct and turnover to the Collocator the requested Physical Collocation Space. The delivery interval begins on the date **SBC-13STATE** receives an accurate and complete Physical Collocation Application from the Collocator. The delivery interval ends on the date **SBC-13STATE** is ready to turnover the Physical Collocation Space to the Collocator ("Delivery Date"). The Collocator must provide the **SBC-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment

was received with application) or the delivery interval provided in table below will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided the **SBC-13STATE** such response and payment by the twelfth (12) calendar day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Physical Collocation Space is not reserved until **SBC-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The delivery interval for Physical Collocation is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

Table (1)

Number of All Physical Collocation Applications submitted by one Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 – 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11-20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

12.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) calendar days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Physical Collocation Applications (except requests for Adjacent Structure Collocation) received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Caged and Cageless collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

12.2.1 For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Eligible Structure Physical Collocation is requested:

If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty five (85) calendar days.

12.3 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by **SBC-13STATE**.

12.4 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Physical Collocation Application:

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper (shielded or nonshielded) cable pair connections
- 12 fiber pair connections

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

12.5 The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power.

Table (2)

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

12.6 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) calendar days for every five (5) additional application or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

12.6.1 For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

12.7 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

12.8 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE**'s receipt of the confirmatory response in writing to continue construction on the Physical Collocation arrangement

requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

12.9 **SBC-13STATE** and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by an **SBC-13STATE** employee. Escort charges will apply. These visits will be jointly agreed upon by **SBC-13STATE** and the Collocator and will be determined on a case by case basis.

12.10 During **SBC-13STATE** delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, **SBC-13STATE** will notify Collocator that their vendors or contractors will be allowed to do work in parallel with **SBC-13STATE** throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication for installation of equipment and facilities. Security Access requirements in Section 13 of this Appendix will apply.

12.11 In responding to an application request that requires an ICB/NSCR, **SBC-13STATE** shall advise the Collocator with the quote whether space for the Virtual Collocation requested is available.

12.12 Adjacent Structure Collocation Delivery Intervals

12.12.1 **SBC-13STATE** Delivery Interval, rates, terms and conditions for Adjacent Structures Collocation will be determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR).

13. SECURITY

13.1 As provided herein, **SBC-13STATE** may require reasonable security arrangements to protect its equipment and ensure network reliability. **SBC-13STATE** may recover the costs of implementing security measures from Collocators in a reasonable manner via the appropriate State Commissions. Except as provided below, **SBC-13STATE** may only impose security arrangements that are as stringent as the security arrangements that **SBC-13STATE** maintains at its own premises for its own employees or authorized contractors. **SBC-13STATE** must allow Collocator to access its installed Physical Collocation equipment twenty-four (24) hours a day, seven (7) days a week, in **SBC-13STATE** Eligible Structures without requiring either a security escort of any kind or delaying a Collocator's employees' entry into **SBC-13STATE**'s Eligible Structure. Reasonable security measures that **SBC-13STATE** may adopt include, but are not limited to, the following:

13.1.1 Installing security cameras or other monitoring systems; or

13.1.2 Requiring Collocator personnel to use badges with computerized tracking systems; or

13.1.3 Requiring Collocator employees to undergo the same level of security training, or its equivalent, that **SBC-13STATE**'s own employees, or third party contractors providing similar functions, must undergo; provided, however, that **SBC-13STATE** may not require Collocator employees to receive such training from **SBC-13STATE** itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training. Qualification program and security training details shall be included in **SBC-13STATE**'s technical publications and/or Collocation website(s). **SBC-13STATE** does not use any information collected in the course of implementing or operating security arrangements "for any marketing or other purpose in aid of competing with Collocators".

13.1.4 **SBC-13STATE** may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage. If **SBC-13STATE** chooses to construct an interior security partition around its own equipment, that partition may not interfere with Collocators' access to their own equipment,

including equipment collocated directly adjacent to **SBC-13STATE**'s equipment. **SBC-13STATE**'s enclosure of its own equipment will not be a basis for a claim that space is exhausted.

13.2 Collocators and **SBC-13STATE** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other **SBC-13STATE**'s property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocators or **SBC-13STATE** in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocators or **SBC-13STATE**, in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other **SBC-13STATE** property:

13.2.1 Theft or destruction of **SBC-13STATE**'s or any Collocator's property.

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

13.2.3 Industrial espionage.

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

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

13.2.6 Permitting unauthorized persons access to **SBC-13STATE**'s or Collocator's equipment on **SBC-13STATE**'s property.

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

13.3 In addition, the Collocator and **SBC-13STATE** will take appropriate disciplinary steps as determined by each party to address any violations reported by **SBC-13STATE** or the Collocator of **SBC-13STATE**'s policies and practices on security, safety, network reliability, and business conduct as defined in **SBC-13STATE**'s Interconnector's Collocation Services Handbook and/or CLEC ONLINE Web-Site, provided that such information and any and all updates to it are timely provided to the Collocator.

13.3.1 **SBC-13STATE** categorizes such violations, applies disciplinary steps and other consequences for such violations, and applies special procedures for national or other emergencies, as set forth in **SBC-13STATE's** Interconnector's Collocation Services Handbook.

13.4 Collocators will provide indemnification and insurance as set forth in this agreement to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by **SBC-13STATE**'s authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to **SBC-13STATE** as well.

13.5 **SBC-13STATE** may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place.

14. CASUALTY LOSS

14.1 If the Eligible Structure or the Physical Collocation Space is damaged by fire or other casualty, and:

14.1.1 The Physical Collocation Space is not rendered untenantable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or

14.1.2 The Physical Collocation Spaces is rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, **SBC-13STATE** has the option to repair the Physical Collocation Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the Physical Collocation Space cannot be repaired within ninety (90) calendar days, or **SBC-13STATE** opts not to rebuild, then the Physical Collocation arrangement provided in the Physical Collocation Space shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate

as of the date of such damage. **SBC-13STATE** shall endeavor to relocate Collocator equipment in alternative location, or assist Collocator in developing alternative to physical location.

14.2 Any obligation on the part of **SBC-13STATE** to repair the Physical Collocation Space shall be limited to repairing, restoring and rebuilding the Physical Collocation Space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by Collocator or by **SBC-13STATE** on request of Collocator; any Collocator Telecom Equipment; or other facilities or equipment located in the Physical Collocation Space by Collocator or by **SBC-13STATE** on request of Collocator.

14.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the Physical Collocation Space may be unaffected thereby, **SBC-13STATE**, at its option, may terminate any Physical Collocation arrangement in that Eligible Structure by giving Collocator ten (10) calendar days prior written notice within thirty (30) calendar days following the date of such occurrence, if at all possible.

15. REMOVAL OF EQUIPMENT

15.1 Unless otherwise set forth herein, if Collocator shall default in performance of any term or condition herein, and the default shall continue for thirty (30) calendar days after receipt of written notice, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **SBC-13STATE** may, immediately or at any time thereafter, without notice or demand, enter and repossess the Physical Collocation Space, expel Collocator and any claiming under Collocator, remove any Collocator Telecom Equipment and any other items in the Physical Collocation Space, forcibly if necessary, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies **SBC-13STATE** might have. **SBC-13STATE** may exercise this authority on an individual collocation space basis. **SBC-13STATE** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

16. LIMITATION OF LIABILITY

16.1 Collocator acknowledges and understands that **SBC-13STATE** may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of Collocator; that such space may be close to the Physical Collocation Space, possibly including space adjacent to the Physical Collocation Space and/or with access to the outside of the physical collocation space; and that if Collocator requests a cage around its equipment, the cage Physical Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging Collocator's equipment and facilities. In addition to any other applicable limitation, **SBC-13STATE** shall have absolutely no liability with respect to any action or omission by any other, regardless of the degree of culpability of any such other or **SBC-13STATE**, and regardless of whether any claimed **SBC-13STATE** liability arises in tort or in contract. Collocator shall save and hold **SBC-13STATE** harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of Collocator.

17. INDEMNIFICATION OF SBC-13STATE

17.1 In addition to any indemnification obligations set forth in the General Terms and Conditions of this Agreement), Collocator's shall indemnify and hold harmless **SBC-13STATE** the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against **SBC-13STATE** where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens

or claims of material persons or laborers, arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the willful or intentional misconduct of **SBC-13STATE** or its employees.

18. OSHA STATEMENT

18.1 Collocator, in recognition of **SBC-13STATE**'s status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of **SBC-13STATE** with all federal, state and local laws, safety and health regulations relating to the Physical Collocation Space which Collocator has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold **SBC-13STATE** harmless for any judgments, citations, fines, or other penalties which are assessed against **SBC-13STATE** as the result of Collocator's failure to comply with any of the foregoing. **SBC-13STATE**, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the Physical Collocation Space which **SBC-13STATE** has agreed to maintain pursuant hereto.

19. NOTICES

19.1 Except in emergency situations, **SBC-13STATE** shall provide Collocator with written notice five (5) business days prior to those instances where **SBC-13STATE** or its subcontractors may be undertaking a major construction project in the general area of the Physical Collocation Space or in the general area of the AC and DC power plants which support the Physical Collocation Space.

19.2 **SBC-13STATE** will inform Collocator by telephone of any emergency-related activity that **SBC-13STATE** or its subcontractors may be performing in the general area of the Physical Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Physical Collocation Space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required to monitor or protect its service.

19.3 **SBC-13STATE** will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator Telecom Equipment. **SBC-13STATE** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator Telecom Equipment.

19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to **AR, CA, CT, KS, MO, NV, OK, TX**:

NOTICE CONTACT	CLEC CONTACT	SBC-8STATE CONTACT
NAME/TITLE	Mark Jozwiak Executive Vice President	Account Manager-Collocation
STREET ADDRESS	820 W. Jackson Boulevard, Suite 650	2600 North Central Expressway 6th Floor
CITY/STATE/ZIP	Chicago, Illinois 60607	Richardson, TX 75080

If to **IL, IN, MI, OH, WI:**

NOTICE CONTACT	CLEC CONTACT	SBC MIDWEST REGION 5-STATE CONTACT
NAME/TITLE	Mark Jozwiak Executive Vice President	Account Manager-Collocation
STREET ADDRESS	820 W. Jackson Boulevard, Suite 650	350 N. Orleans Street, 5th Floor
CITY/STATE/ZIP	Chicago, Illinois 60607	Chicago, IL 60654

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

19.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

	CLEC CONTACT	SBC-13STATE CONTACT
NAME/TITLE	Mark Jozwiak Executive Vice President	CSC
STREET ADDRESS	820 W. Jackson Boulevard, Suite 650	2600 North Central Expressway, 6th Floor
CITY/STATE/ZIP	Chicago, Illinois 60607	Dallas, TX 75080

20. INSURANCE

20.1 Collocator shall furnish **SBC-13STATE** with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions of this Agreement, and state the types of insurance and policy limits provided by Collocator. **SBC-13STATE** shall be named as an ADDITIONAL INSURED on general liability policy.

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

20.1.1 In addition to the insurance requirements set forth in this Agreement, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

20.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by **SBC-13STATE** from time to time during the term of a Collocation arrangement to at least such minimum

limits as shall then be customary in respect of comparable situations within the existing **SBC-13STATE** structure.

20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **SBC-13STATE**.

20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.

20.5 Collocator shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, **SBC-13STATE**'s obligation to turn over the Physical Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for **SBC-13STATE** to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

20.6 Collocator must also conform to recommendations made by **SBC-13STATE**'s Property Insurance Company, if any, unless a recommendation is also applicable to **SBC-13STATE** and **SBC-13STATE** does not so conform in the Eligible Structure where the Physical Collocations pace is located.

20.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTON OF SERVICE AND PROPERTY

21.1 **SBC-13STATE** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

21.3 Except as may otherwise be provided:

21.3.1 **SBC-13STATE** and Collocator shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and

21.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.

21.3.3 Each Party shall restrict access to the Eligible Structure and the Physical Collocation Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.

21.4 **SBC-13STATE** shall use electronic access controls to protect all spaces which house or contain Collocator equipment or equipment enclosures, but if electronic controls are not available, **SBC-13STATE** shall either furnish security guards at those **SBC-13STATE** locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, **SBC-13STATE** shall permit Collocator to install monitoring equipment in the collocation space to carry data back to Collocator's work center for analysis. Collocator agrees that Collocator is responsible for problems or alarms related to Collocator's equipment or equipment enclosures located on **SBC-13STATE**'s Physical Collocation Space.

21.5 **SBC-13STATE** shall furnish Collocator with the identifying credentials to be carried by its employees and authorized agents to be paid for by the Collocator. The Collocator must maintain an updated list of all authorized employees and authorized agents on an individual Collocation Space basis for every Eligible Structure where there are **SBC-13STATE** security guards.

21.6 Collocator shall comply with the security and safety procedures and requirements of **SBC-13STATE**, including but not limited to sign-in, and identification.

21.7 **SBC-13STATE** shall furnish Collocator with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured Collocator space in central offices. In the event of an emergency, Collocator shall contact a SPOC provided by **SBC-13STATE** for access to spaces which house or contain Collocator equipment or equipment enclosures.

21.8 **SBC-13STATE** shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house Collocator equipment or equipment enclosures.

21.9 **SBC-13STATE** shall use best efforts to provide notification within two (2) hours to designated Collocator personnel to indicate an actual security breach.

21.10 **SBC-13STATE** shall be responsible for the security of the Eligible Structure. If a security issue arises or if Collocator believes that **SBC-13STATE**'s security measures are unreasonably lax, Collocator shall notify **SBC-13STATE** and the Parties shall work together to address the problem. **SBC-13STATE** shall, at a minimum, do the following:

21.10.1 Where a cage is used, **SBC-13STATE** shall design collocation cages to prevent unauthorized access; provided, however, that Collocator realizes and assents to the fact that the cage will be made of wire mesh.

21.10.2 **SBC-13STATE** shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to **SBC-13STATE**'s employees, agents or invitees having a business need, such as a periodic review of the Physical Collocation Space, to be in these areas. **SBC-13STATE** shall require all persons entering the collocation areas to wear identification badges.

21.10.3 **SBC-13STATE** shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Physical Collocation Space. **SBC-13STATE** shall respond immediately to reported problems with Collocator key cards.

21.10.4 In emergency situations, common courtesy will be extended between Collocator and **SBC-13STATE**'s employees, including the provision of first aid and first aid supplies.

21.11 Collocator shall limit access to Collocator employees directly to and from the Physical Collocation Space and will not enter unauthorized areas under any circumstances.

22. RESERVATION OF RIGHTS

22.1 The Parties acknowledge and agree that certain rights and obligations including without limitation, the ability to collocate and use equipment meeting the "necessary" standard, the provision of 251(c)(6) cross-connections, and adherence to certain policies and practices of assigning space set forth in this Appendix are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of those rights and obligations, or the related rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission's *Wireline Services Offering Advanced Telecommunications Capability*, Fourth Report and Order, FCC 01-204, CC Docket No. 98-147 (Rel. August 8, 2001) or any other proceeding, the affected rights, obligations, or the related rates and/or terms and conditions shall be (i) immediately and automatically invalidated, modified, or stayed consistent with the action of the legislative body, court or regulatory agency with respect to any collocation applications then pending (i.e., for physical collocation, the space has not been completed and turned over to the CLEC) and any thereafter submitted, and (ii) invalidated, modified or stayed consistent with the action of the legislative body, court or regulatory agency with respect to then existing collocation arrangements to the extent set forth in and in accordance with a written notice of either Party. In any such event, the Parties shall expend diligent, good faith efforts to arrive at an agreement on any modifications that may be required to the Appendix as a result of such invalidation, modification, or stay, and any Party's notice. If negotiations

fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

23. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. INTRODUCTION

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.31 **"Eligible Structure"** is (1) a **SBC-13STATE** central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by **SBC-13STATE** that houses its network facilities, or (3) a

structure that houses **SBC-13STATE** transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

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

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

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

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

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

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

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

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

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

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

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

3. PURPOSE AND SCOPE OF APPENDIX

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

3.2 Preparation Prior to Regulatory Approval

3.2.1 Upon the written request of Collocator, **SBC-13STATE** shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any

portion of the charges paid but not attributable to costs incurred by **SBC-13STATE**. To the extent that **SBC-13STATE** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by **SBC-13STATE**.

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

3.2.2.1 If the State Commission has not approved the ICA prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.2 If the Collocator has not received their State Certification prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.3 If the Collocator has not received their State Certification or the State Commission has not approved the ICA by Day one hundred eighty (180) calendar days after space turnover, then the Collocator (forfeits) all charges collected to date by **SBC-13STATE** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

3.3 The Parties agree that billing for all costs incurred in the establishment of Virtual Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if interim rates are pending State or Federal Commission approval.

4. GENERAL OFFERINGS

4.1 Except where Virtual Collocation is not practical for technical reasons or because of space limitations, **SBC-13STATE** will provide Virtual Collocation to Collocator for the purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to **SBC-13STATE** Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. Virtual Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96.

4.2 In the case of **SBC-13STATE** Virtual Collocation, the Collocator is responsible for engineering and furnishing the virtually collocated equipment. Collocator must use an **SBC-13STATE** Approved Vendor to perform the installation of such in the **SBC-13STATE** Eligible Structure. The Collocator's **SBC-13STATE** Approved Vendor will be permitted access to the **SBC-13STATE** Main Distribution Frame or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **SBC-13STATE** Approved Power Installation Vendor to install power cable(s) from the Collocator's Virtual Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5 and 10.6 of this Appendix. **SBC-13STATE** will exercise physical control over, but not ownership of, the equipment installed by Collocator in a Virtual Collocation arrangement. The equipment and associated facilities will be maintained and repaired at the direction of the Collocator by **SBC-13STATE**.

4.2.1 Collocator will install their own bay(s) by an **SBC-13STATE** Approved Vendor. **SBC-13STATE** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

4.2.1.1 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

4.2.1.2 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.

4.2.1.3 **SBC-13STATE** prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated cabling must not exceed 15" for a standard bay.

4.2.1.4 At **SBC-13STATE** option, where an individual standard bay owned by **SBC-13STATE** in a Central Office is shared with a Collocator, the standard bay will be apportioned on a quarter rack basis.

4.2.2 Virtual Collocation is available at **SBC-13STATE** Eligible Structures as specified in the National Exchange Carrier Association, Inc., Tariff FCC No. 4.

4.2.3 **SBC-13STATE** will exercise physical control, but not ownership, over any equipment deployed for the purposes of Virtual Collocation.

4.2.4 Upon request, **SBC-13STATE** will designate the floor space for the "occupancy" of a Collocator provided storage cabinet for circuit packs, plug-ins, test equipment, etc. The Collocator's provided storage cabinet will be installed and grounded by the Collocator's **SBC-13STATE** Approved Vendor. The ground point will be designated by **SBC-13STATE**. Installation of additional Collocator storage cabinet(s) will be mutually agreed upon between the parties.

4.2.4.1 **SBC-13STATE** standard floor space for Collocator's provided storage cabinet is 10 sq. ft. that cannot exceed 7'0 high, 31" exterior width, up to 15" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 30".

4.2.4.2 **SBC-13STATE** non-standard floor space for Collocator's provided storage cabinet is 18 sq. ft. that cannot exceed 7'0 high, 38" exterior width, and up to 36" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 36".

4.2.5 Virtual Collocation is separate and distinct from Physical Collocation. Requests to convert from Virtual Collocation to Physical Collocation will require re-design and re-termination of the services to a Physical Collocation arrangement. Any requests to convert requires a new physical application be submitted, and the appropriate charges will apply.

4.2.6 The Collocator is responsible for all alarm monitoring of its virtually collocated equipment and all expenses associated. Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, **SBC-13STATE** will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

4.2.7 Virtual Collocation is ordered as set forth in **SBC-13STATE** Virtual Interconnector's Collocation Services Handbook or like document found on the **SBC-13STATE** CLEC ONLINE Web-Site for Virtual Collocation. **SBC-13STATE** will designate the location or locations within its Eligible Structure for the placement of all equipment and facilities associated with virtual collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, Hut and Cabinet space for the use of Collocators.

4.2.8 Virtual Collocation is available for the direct connection of one Collocator provided facility to a separate Collocator provided facility within the same **SBC-13STATE** wire center provided the Collocators are interconnected with **SBC-13STATE** network. Available connections include copper cable, coaxial cable, and fiber optic cable.

4.2.8.1 **SBC-13STATE** will designate and engineer the route, place cable racking (if applicable) and provide space to be used for such facilities. **SBC-13STATE** shall permit Collocator's **SBC-13STATE** Approved Vendor to install such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that **SBC-13STATE** imposes

on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**.

5. SPACE AVAILABILITY

5.1 At the request of Collocator, **SBC-13STATE** will provide space for Virtual Collocation as described above. **SBC-13STATE** is not required to provide Virtual Collocation at a particular Eligible Structure, if it demonstrates that Virtual Collocation is not practical for technical reasons or because of space limitations. When Virtual Collocation is not technically feasible, **SBC-13STATE** will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

5.2 **SBC-13STATE** will provide Virtual Collocation arrangements in Eligible Structures on a “first-come, first-served” basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If **SBC-13STATE** determines that Collocator's Virtual Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval.

5.2.1 When space for Virtual Collocation in a particular Eligible Structure is not available, **SBC-13STATE** shall place Collocator on the waiting list for Virtual Collocation in a particular Eligible Structure according to the date the Collocator submitted its application for Virtual Collocation in that Eligible Structure.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements," if the equipment also meets **SBC-13STATE**'s equipment safety standards, which are described in another section. For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to the **SBC-13STATE**'s network "for the transmission and routing of telephone exchange service or exchange access," or for access to **SBC-13STATE**'s unbundled network elements "for the provision of a telecommunications service." Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.

6.2 Multifunctional Equipment is not "necessary" for interconnection or access to unbundled network elements. CLEC may not collocate Multifunctional Equipment except as expressly and specifically allowed, on a voluntary basis, in this Section or mutually agreed to by **SBC-13STATE** and CLEC. For purposes of this section, "Multifunctional Equipment," means equipment that has both (1) functions that make the equipment "necessary for interconnection or access to unbundled network elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions.

6.3 **SBC-13STATE** permits CLEC collocation, on a non-discriminatory basis, of complete pieces or units of equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the

SBC/Ameritech Merger Conditions. To the extent that certain complete units of Advanced Services Equipment are not "necessary" for interconnection or access to unbundled network elements because they are Multifunctional Equipment and for other reasons, **SBC-13STATE** voluntarily allows such CLEC collocation. Under the SBC/Ameritech Merger Conditions, "Advanced Services Equipment" is defined as, and limited to, the following equipment: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the customer premises shall be considered network terminating equipment." To qualify for collocation, the complete units of Advanced Services Equipment must either (A) be solely of the types, and exclusively for the uses, included in this definition or (B) be of such types, and for such uses, combined solely with additional functions that are "necessary for interconnection or access to unbundled network elements." For instance, additional switching use, except as included below, or enhanced services functionality would disqualify the equipment from collocation. **SBC-13STATE** voluntarily allows CLEC to collocate Optical Concentrator Devices ("OCDs") or functionally equivalent equipment used to provide Advanced Services.

6.4 To qualify for collocation, the equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. CLEC may not collocate, or place into **SBC-13STATE**'s equipment, CLEC's equipment sub-components or piece-parts.

6.5 **SBC-13STATE** does not allow collocation of other Multifunctional Equipment, except that **SBC-13STATE** voluntarily allows CLEC collocation, on a non-discriminatory basis, of remote switch modules ("RSMs") solely under the following conditions: (1) the RSM may not be used as a stand-alone switch; the RSM must report back to and be controlled by a CLEC identified and controlled (*i.e.*, CLEC owned or leased) host switch, and direct trunking to the RSM will not be permitted, and (2) the RSM must be used only for the purpose of interconnection with the **SBC-13STATE**'s network for the transmission and routing of telephone exchange service or exchange access or for access to the **SBC-13STATE**'s unbundled network elements for the provision of a telecommunications service. **SBC-13STATE** voluntarily will allow CLEC to collocate, on a non-discriminatory basis, other multi-functional equipment only if **SBC-13STATE** and CLEC mutually agree to such collocation.

6.6 **SBC-13STATE** will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone switching equipment" is defined as any equipment that can perform switching independently of other switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; and (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.

6.7 Ancillary equipment is not "necessary" for interconnection or access to unbundled network elements. **SBC-13STATE** voluntarily allows CLECs to place in its premises certain ancillary equipment solely to support and be used with equipment that the CLEC has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and potential other ancillary equipment may be placed in **SBC-13STATE**'s premises, on a non-discriminatory basis, only if **SBC-13STATE** and CLEC mutually agree to such placement. CLEC may not place in **SBC-13STATE**'s premises types of ancillary equipment, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), that would duplicate equipment used by **SBC-13STATE**, and/or that would duplicate functions performed by **SBC-13STATE**, as part of its provision of infrastructure systems for collocation. Such placement would waste space and other resources and, in at least some cases (such

as BDFBs), harm **SBC-13SSTATE**'s ability to plan for and provide service to other customers including, but not limited to, other CLECs.

6.8 Pending the FCC's reasonably timely completion of remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000) ("*GTE Opinion*"), **SBC-13TATE** voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in an **SBC-13STATE** premises, that prior to the May 11, 2000 effective date of the *GTE Opinion* (1) were in place in **SBC-13STATE** or (2) were requested by CLEC and accepted by **SBC-13STATE** on the same basis as under the FCC's original, pre-partially-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). **SBC-13STATE**'s agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency (1) attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or (2) deems such arrangements to be discriminatory vis-à-vis other carriers.

6.9 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

6.10 All types of equipment placed in **SBC-13STATE** Eligible Structures by Collocators must meet the **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with **SBC-13STATE** LEC document TP76200MP which contains network equipment, power, grounding, environmental, and physical design requirements and contains Level 1 safety requirements except in Texas, and any other state that has adopted the same approach as Texas, where Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems.

6.11 **SBC-13STATE** will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that **SBC-13STATE** applies to its own network equipment. **SBC-13STATE** will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

6.12 In the event that **SBC-13STATE** denies Collocation of Collocator's equipment, citing minimum safety standards, **SBC-13STATE** will provide within five (5) business days of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.

6.13 In the event Collocator submits an application requesting collocation of certain equipment and **SBC-13STATE** determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the equipment. If Collocator disputes such determination by **SBC-13STATE**, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If **SBC-13STATE** determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) business days of the date of the written notice from **SBC-13STATE**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. VIRTUAL COLLOCATION SPACE CHARGES

7.1 Virtual Collocation Space

7.1.1 For each Virtual Collocation request, Collocator must submit a separate Virtual Collocation Application with the applicable Application and Project Management Fees including, but not limited to, the following types of requests: (i) a request to virtually collocate equipment in a new Virtual Collocation Space, (ii) a request to Augment, (v) an ICB or NSCR, and (vi) specified revisions to Collocation Applications. A copy of the Virtual Collocation Application may be obtained from the **SBC-13STATE** Collocation Services Account Manager or from the **SBC-13STATE** CLEC ONLINE Web-Site.

7.2 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Virtual Collocation Space, using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure.

7.3 Recurring/Non-Recurring charges - The Parties acknowledge that CLEC may have obtained Virtual Collocation therein pursuant to a Collocation Application(s) submitted to **SBC-13STATE** prior to the effective date of this Agreement ("CLEC's Virtual Collocation Embedded Base"). To the extent the CLEC's Virtual Collocation Embedded Base, if any, was purchased by CLEC from an applicable **SBC-13STATE** Commission-ordered virtual collocation tariff in a particular state, the associated non-recurring and recurring rates (and intervals for uncompleted work associated with those Applications) set forth in such tariff, as amended from time to time, shall continue to apply to the CLEC's Virtual Collocation Embedded Base in such state. For the CLEC's Virtual Collocation Embedded Base, if any, purchased by CLEC pursuant to rates, terms and conditions agreed to by the Parties in an applicable prior interconnection agreement for a particular state, the associated agreed to nonrecurring and recurring rates in the applicable prior interconnection agreement, attached hereto in the Pricing Schedule entitled "Virtual Collocation Embedded Based Rates and Charges" (Appendix Pricing) and incorporated herein by reference (and any intervals for uncompleted work associated with those Applications), shall continue to apply to the CLEC's Virtual Collocation Embedded Base in that state.[1] For any Collocation Application(s) submitted by CLEC to **SBC-13STATE** after the effective date of this Agreement, the associated recurring and non-recurring rates and charges in the Pricing Schedule entitled "Virtual Collocation CDOW Rates and Charges" (Appendix Pricing) attached hereto and incorporated by reference, and the intervals set forth herein, shall apply. Charges may be generated on an ICB/NSCR basis or may be contained the state specific Appendix Pricing.

7.3.1 An ICB/NSCR quote is prepared by **SBC-13STATE** to estimate non-recurring and recurring charges associated with the requested Virtual Collocation Space, Augment, or Collocation services where a state specific rate element does not exist in the attached Appendix Pricing. This ICB/NSCR quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) days following the job completion date.

7.4 Payment of Space Preparation - Prior to any obligation on **SBC-13STATE** to start any preparation of the Virtual Collocation space, Collocator shall pay **SBC-13STATE** fifty percent (50%) of the non-recurring charges and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). The remainder of the non-recurring charges and any custom work charge are due upon completion and prior to occupancy by the Collocator.

7.5 Occupancy Conditioned on Payment - **SBC-13STATE** shall not permit Collocator's **SBC-13STATE** Approved Vendor to have access to the Virtual Collocation space for any purpose during construction of

[1] In the event that this Agreement is the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, for purposes of this Agreement, the term "CLEC's Virtual Collocation Embedded Base" shall mean the Adopting CLEC's own Virtual Collocation Embedded Base and the nonrecurring and recurring rates (and intervals for uncompleted work associated with those Applications) for such Virtual Collocation Embedded Base shall be the nonrecurring and recurring rates (and intervals) in the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Virtual Collocation Embedded Base from or the nonrecurring and recurring rates (and intervals) previously agreed to by the Adopting CLEC and **SBC-13 STATE** pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and **SBC-13STATE**.

the Collocator's Virtual Collocation space until **SBC-13STATE** is in receipt of complete payment of the non-recurring and any custom work charges.

7.6 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after **SBC-13STATE** has begun preparation of the Virtual Collocation space but before **SBC-13STATE** has been paid the entire amounts due under this Article, then in addition to any other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

7.7 Late Payment Charge - In the event that any charge, when billed in a timely manner is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in **SBC-13STATE** General Terms and Conditions (GT&C) attached.

7.8 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the Delivery Date.

7.9 The monthly recurring charge(s) shall begin to apply within, but no later than five (5) calendar days from the date that **SBC-13STATE** made the Virtual Collocation Space available to the Collocator. The fact that **SBC-13STATE** may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.

7.10 **SBC-13STATE** shall ensure that the Virtual Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8. USE OF VIRTUAL COLLOCATION SPACE

8.1 A list of all Collocator equipment that will be placed within the Virtual Collocation Space shall be set forth on the Collocator's Virtual Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Virtual Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's **SBC-13STATE** Approved Vendor shall not place or leave any other equipment or facilities within the Virtual Collocation space without the express written consent of **SBC-13STATE**.

8.2 In the event that subsequent to the submission of the Virtual Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Virtual Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Virtual Collocation Application, Collocator shall furnish to **SBC-13STATE** a new Virtual Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, **SBC-13STATE** may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **SBC-13STATE** and Collocator of a final list and description and receipt by **SBC-13STATE** of payment of any applicable non-recurring charges, the Virtual Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

8.3 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to **SBC-13STATE** network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, is strictly prohibited.

8.4 Operation of any equipment, facilities or any other item placed in the Virtual Collocation Space shall not interfere with or impair service over **SBC-13STATE** network, equipment, or facilities, or the network,

equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Virtual Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Virtual Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

8.5 In no case shall Collocator's **SBC-13STATE** Approved Vendor or any person or entity purporting to be acting through or on behalf of Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Virtual Collocation Space or the Eligible Structure without the advance written permission or direction of **SBC-13STATE**. **SBC-13STATE** shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that **SBC-13STATE** shall have the right to reject or modify any such request. **SBC-13STATE** will perform any such construction, and the associated cost shall be paid by Collocator in accordance with **SBC-13STATE** then-standard custom work order process or ICB/NSCR.

9. COLLOCATOR RESPONSIBILITIES

9.1 The Collocator will provide at its expense, all facilities and equipment necessary to facilitate interconnection and access to **SBC-13STATE** UNEs including, without limitation, the following:

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

9.1.2 All provisioning of virtually collocated equipment.

9.1.3 Any ancillary equipment and cabling used for remote monitoring alarms and control.

9.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment.

9.1.5 Any Product Change Notice (PCN) modifications, upgrades, and/or changes to the Collocator's equipment that requires the work to be performed within the Eligible Structure must be completed by an **SBC-13STATE** Approved Vendor or Manufacturer. Escort charges will apply. Collocator must make access arrangements with the LOC as described in Section 14.1.4.1 of this Appendix.

9.1.6 All training as specified in Section 9.14.

9.1.7 All defective hard-wired equipment upgrades or changes within the Eligible Structure must be completed by an **SBC-13STATE** Approved Vendor or Manufacturer. Escort charges will apply. Collocator must make access arrangements with the LOC as described in Section 14.1.4.1 of this Appendix.

9.1.8 A storage cabinet for the storage of Collocator's spare circuit packs, unique tools, test equipment, etc. used by **SBC-13STATE** to maintain and repair virtually collocated equipment.

9.1.9 Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and **SBC-13STATE** Main Distribution Frame or its equivalent by Collocator's **SBC-13STATE** Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5 of this Appendix.

9.1.10 Procurement and installation of power cable(s) by Collocator's **SBC-13STATE** Approved Power Installation Vendor from the Virtual Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.

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9.2 The Collocator is responsible for coordinating with the LOC in arranging mutually agreed upon visits to the Eligible Structure during the following timeframes and escort charges will apply. The Collocator must identify employee(s) and/or Collocator's **SBC-13STATE** Approved Vendor(s) that will attend the visit and arrange access for these visit(s) as described in Section 9.2.6 of this Appendix.

9.2.1 Once when beginning the initial equipment installation.

9.2.2 Once during the middle of the equipment installation.

9.2.3 Once at turn-up completion of such equipment installation.

9.2.4 One (1) general visit per calendar year.

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

9.2.6 These visits must be arranged ten (10) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section 14. A maximum of two (2) Collocator's representatives per escort may participate in any one (1) of the site visits.

9.3 Collocator's **SBC-13STATE** Approved Vendor shall install all plug-ins and/or circuit packs (working and spare) for fully equipped bays. As an alternative to fully equipped bays, Collocator shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.

9.4 When Collocator requires additional capacity, a collocation Augment application is required. For Augments of this type, Collocator may fully equip the additional bay, or may equip the additional bay as described below.

9.4.1 For either an initial installation or an Augment as described above, when a bay is in place but Collocator has elected under Section 9.3 above not to fully equip the bay.

9.4.2 All bays will be powered, cabled, and equipped with sufficient common plugs, so that joint test and acceptance can be completed.

9.4.3 Collocator will pay the monthly recurring charges for the space occupied by the bay regardless of how many shelves are filled.

9.4.4 Collocator will be responsible for capacity management of the equipment placed.

9.5 After the initial installation, or an Augment, **SBC-13STATE** shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon the Collocator's request. Collocator may use an **SBC-13STATE** Approved Vendor for installing plug-ins and circuit packs when less than one full shelf is required. Access for such services will be arranged by the Collocator by contacting the LOC. The LOC will generate appropriate trouble ticket as described in Section 14 for **SBC-13STATE** to perform the installation, routine maintenance, or to escort the **SBC-13STATE** Approved Vendor, whichever applies. If the Collocator's **SBC-13STATE** Approved Vendor has a current existing Installation Agreement (IA) in a central office, then escort charges will not apply.

9.6 In circumstances where shelves only capable of single use plug-in(s) and/or circuit pack(s), the Collocator shall, within thirty (30) calendar days, fully populate the shelf to which the plug-in(s) or circuit pack(s) will be added.

9.7 Standard offered interval for installation of plug-ins and/or circuit packs that involves no more than plugging in the circuit packs or plug-ins will be performed by **SBC-13STATE** as described in Section 14.

9.8 Non-standard offered interval request for the installation of plug-ins and/or circuit packs performed by **SBC-13STATE** that is less than the minimum standard requirement described in Section 9.5 and involves no more than plugging in the circuit packs and/or plug-ins will be charged a minimum of a 4-hour holiday call-out. This will be a mutual agreed arrangement with the LOC and the Collocator. The LOC will generate appropriate trouble ticket as described in Section 14 of this Appendix for **SBC-13STATE** to perform the installation and the shipment of the circuit packs and/or plug-ins will be arranged by the Collocator. If the interval exceeds the 4-hour call-out, the additional hours will be charged at 2.5 times the labor rate for the state the request is generated.

9.9 The Collocator must provide, at its expense, replacements for any recalled, obsolete, defective, or damaged interconnection or entrance cables, equipment, plug-ins, circuit packs, unique tools, test

equipment, or any other item or material provided by the Collocator for placement in/on **SBC-13STATE** property. Collocator shall provide a stock of such items (excluding unique tools and test equipment) to **SBC-13STATE** to replace non-functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. **SBC-13STATE** shall notify Collocator as it uses packs from the stock so that Collocator may replenish the stock. Collocator will provide pre-addressed postage paid mailing packages for return shipment of non-functioning circuit pack(s), plug-in(s), or any other item or material being used by **SBC-13STATE** to repair and maintain Collocator's virtually collocated equipment. **SBC-13STATE** shall notify Collocator when any other types of replacement parts or equipment are required. During repair calls, **SBC-13STATE** technician shall confirm to Collocator representative when **SBC-13STATE** has used a circuit pack/plug-in or other types of replacement parts or equipment. **SBC-13STATE** shall notify Collocator upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to the Collocator personnel participating in the repair efforts if the discovery is made during the course of a repair, or to a contact specified by the Collocator if the discovery is made at some other time.

9.10 The Collocator is responsible for providing the appropriate number of usable equipment spares. Arranging movement of any circuit pack(s) or plug-in(s) between Eligible Structures will be at the Collocator's expense and their responsibility. Replacements must be delivered to the **SBC-13STATE** central office or **SBC-13STATE** designated location using the equipment spare within five (5) business days of notification that a spare was used or tested defective.

9.11 The Collocator must provide identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other Collocator owned property provided to **SBC-13STATE** for Virtual Collocation.

9.12 The Collocator will provide at the initial Method and Procedure (MOP) meeting the following:

9.12.1 Escalation documentation.

9.12.2 Test and acceptance package as described in the SBC-owned ILEC's installation testing standards and requirements located on the **SBC-13STATE** CLEC ONLINE Web-Site.

9.12.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. Collocator will keep this information current.

9.12.4 Functional contacts for the virtual collocation arrangements, including names, telephone numbers, and each person's responsibilities (e.g.), Augments, trouble reports, emergency contact). Collocator will keep this information current.

9.13 To the extent known, the Collocator can provide forecasted information to **SBC-13STATE** on anticipated additional Virtual Collocation requirements. Forecasts are for planning purposes only and will not be used for provisioning space or interconnection arrangements.

9.14 **SBC-13STATE** will identify the training needs of **SBC-13STATE** personnel from the list of equipment received by the Collocator on the **SBC-13STATE** Virtual Application Form. The Collocator will be responsible for training **SBC-13STATE** personnel on the repair and maintenance of the Collocator's equipment, unless: (a) the equipment is already used by **SBC-13STATE** in the Eligible Structure; or (b) **SBC-13STATE** technicians assigned to the Eligible Structure have already been trained on the repair and maintenance of that type of equipment. Notwithstanding the foregoing, if the equipment is already used by **SBC-13STATE**, but Collocator uses the equipment in a different configuration, Collocator will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by the Collocator. **SBC-13STATE** will contact Collocator with the required number of **SBC-13STATE** personnel to be trained and the contact name for the Collocator to coordinate training schedules. The Collocator will be responsible for the following:

9.14.1 Arrange for the training supplier and pay all costs for the training sessions including, without limitation, the cost of the trainer(s), transportation and lodging of such trainer(s), required course material.

9.14.2 Pay all costs associated with **SBC-13STATE's** employee(s) attendance at the training including, without limitation, lodging, transportation, employees labor rate for time away from job, and per diem, if applicable.

9.14.3 **SBC-13STATE** may require additional training requirements to adequately provide 7 X 24 hour coverage on the Collocator's virtually collocated equipment when labor resources change for a particular Eligible Structure. **SBC-13STATE** will notify the Collocator when applicable.

9.14.4 Training may be provided on-site when possible.

9.14.5 The training for which the Collocator will be responsible includes training for the following functions to the extent such functions will be performed by **SBC-13STATE** and additional training is necessary.

9.14.5.1 Installation, repair, and maintenance of any unique cabling and circuits inside the bay of equipment.

9.14.5.2 Use of on-line documentation or schematics unique to the equipment and unlike that commonly used by **SBC-13STATE**.

9.14.5.3 Any testing, repair methods, and procedure documents utilized by Collocator, consistent with the manufacturer's operations and maintenance (O&M) manual.

9.14.5.4 Training when updates of technical publications or equipment information are issued.

9.14.5.5 **SBC-13STATE** will work cooperatively with Collocator to schedule and complete the training requirements prior to Collocator's equipment turn-up. When Collocator provides scheduled training, **SBC-13STATE** is responsible for employee attendance.

9.15 Collocator will provide remote, real-time network technical support, guidance and direction to **SBC-13STATE** for all collocated facilities and equipment using on-line telephone support.

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

9.17 Collocator's **SBC-13STATE** Approved Vendor will, whenever possible, install the Collocator's equipment in the Virtual Collocation Space within ninety (90) calendar days of Delivery Date. Collocator's **SBC-13STATE** Approved Vendor must interconnect to **SBC-13STATE**'s network or gain access to **SBC-13STATE**'s unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, **SBC-13STATE** may, upon written notice, terminate that Virtual Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator equipment is considered to be interconnected when physically connected to **SBC-13STATE** network or a **SBC-13STATE** UNE for the purpose of Collocator providing a telecommunications service.

10. COOPERATIVE RESPONSIBILITIES

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

10.1.1 Ensuring that the Collocator's **SBC-13STATE** Approved Vendor meets required safety standards as contained in TP76200MP and SBC-owned ILEC's standards and requirements for equipment and facility installations.

10.1.2 **SBC-13STATE** placement of Collocator's fiber into an **SBC-13STATE** Eligible Structure.

10.1.3 Location and completion of all splicing.

10.1.4 Completion of installation of equipment and facilities.

10.1.5 Removal of above facilities and equipment.

10.2 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 10.2.1, 10.2.2, 10.2.3, 10.2.4 and 10.2.5. Collocator shall strictly observe and abide by each.

10.2.1 **SBC-13STATE** TP76200MP, standards for network equipment, power, grounding, environmental, and virtual design requirements, and any successor document(s), including as such may be modified at any time and from time to time.

10.2.2 SBC-owned ILEC's Interconnector's Collocation Services Handbook or like document, and any successor document(s), as may be modified from time to time as set forth below in Section 10.3.

10.2.3 **SBC-13STATE** TP76300MP, standards and requirements for equipment and facility installations, and any successor document(s) within **SBC-13STATE** central offices and may be modified from time to time.

10.2.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Virtual Collocation Application or that subsequently become effective and then when effective.

10.2.5 The SBC-owned ILEC's Interconnector's Collocation Services Handbook or like document, **SBC-13STATE** TP76300MP, and the **SBC-13STATE** TP 76200MP standards are not incorporated herein but are available on the **SBC-13STATE** CLEC ONLINE Web-Site.

10.3 If the SBC-owned ILEC's Interconnector's Collocation Services Handbook or like document, **SBC-13STATE** TP76300MP for equipment and facility installations, and the **SBC-13STATE** TP 76200MP standards are modified subsequent to the effective date of this Appendix from the attached, the following shall apply:

10.3.1 If a modification is made after the date on which Collocator has or orders a Virtual Collocation arrangement, **SBC-13STATE** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **SBC-13STATE**.

10.3.2 Notwithstanding Sections 10.3.1, any modification made to address situations potentially harmful to **SBC-13STATE** or another's network, equipment, or facilities, the Eligible Structure, the Virtual Collocation Space, or to comply with statutory or regulatory requirements shall become effective immediately. **SBC-13STATE** will immediately notify Collocator of any such modification.

10.4 **SBC-13STATE** shall provide an interconnection point or points, physically accessible by both **SBC-13STATE** and Collocator (typically a **SBC-13STATE** manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that **SBC-13STATE** will designate interconnection points as close as reasonably possible to the Eligible Structure. The Collocator's fiber must be a single mode fire retardant dielectric fiber optic cable used as a transmission medium to the dedicated splice point. The fiber cable will be spliced to a fiber cable tail at the dedicated splice point by **SBC-13STATE** and terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed from the FDF or panel to the Collocator's designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for the Collocator to terminate in their equipment. Collocator shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available; **SBC-13STATE** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for **SBC-13STATE** cable facilities and at which space is available for new facilities in at least two of those entry points.

10.4.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-13STATE**, and for leaving sufficient cable length in order for **SBC-13STATE** to fully extend such Collocator-provided cable to the vault. The fiber optic entrance cable must be provided by the Collocator to **SBC-13STATE** prior to the schedule Delivery Date for the Virtual Collocation arrangement. If the fiber optic entrance cable is not provided by the Collocator prior to the scheduled Delivery Date, **SBC-13STATE** will advise the Collocator's **SBC-13STATE** Approved Vendor at space turnover that the costs associated with the fiber optic entrance cable placement will be refunded at **SBC-13STATE** earliest convenience and the job will be closed. The

Collocator will need to submit an Augment Virtual Collocation Application when ready to request the fiber optic entrance cable placement into the Virtual Collocation arrangement.

10.4.2 **SBC-13STATE** will permit interconnection of copper or coaxial cable only if first approved by the appropriate State Commission, and will permit collocation of microwave transmission equipment along with the microwave entrance facility, except where such collocation is not practical for technical reasons or because of space limitations.

10.5 **SBC-13STATE** will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and **SBC-13STATE** Main Distribution Frame or its equivalent will be installed by the Collocator's **SBC-13STATE** Approved Vendor. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE** TP76300MP standards and requirements for installation of equipment and facilities. **SBC-13STATE** will install and stencil termination blocks or panels at **SBC-13STATE**'s Main Distribution Frame or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

10.6 Unless otherwise expressly agreed in writing, **SBC-13STATE** will provide for all AC and DC power requirements in the Eligible Structure. The Collocator Approved Vendor is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator's equipment at the specified DC and AC voltages. At a minimum, the power and **SBC-13STATE** associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **SBC-13STATE** substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the **SBC-13STATE** is based on demand management. **SBC-13STATE** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's **SBC-13STATE** Approved Power Installation Vendor will install and terminate the power cable(s) from the Virtual Collocation Space to **SBC-13STATE**'s designated termination points on the Battery Distribution Fuse Bay (BDFB). When the **SBC-13STATE**'s designated power termination point(s) is at the **SBC-13STATE**'s Power Plant Primary Distribution, the Collocator's **SBC-13STATE** Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned **SBC-13STATE** Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power cable(s) to the **SBC-13STATE**'s Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the SBC-owned ILEC's standards and requirements for installation of equipment and facilities.

10.7 **SBC-13STATE** will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that **SBC-13STATE** provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.

10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or **SBC-13STATE** under the custom work order process or ICB/NSCR, including payment requirements prior to the installation of the regeneration equipment.

10.9 Collocator and **SBC-13STATE** are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

10.10 **SBC-13STATE** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

10.11 **SBC-13STATE** agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority

including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Virtual Collocation Space.

10.12 Collocator and **SBC-13STATE** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

10.13 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.

10.14 In the event **SBC-13STATE** determines it necessary for the Virtual Collocation Space to be moved within the Eligible Structure in which the Virtual Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the continued occupancy of the Virtual Collocation Space or Eligible Structure too costly in **SBC-13STATE** sole judgment, Collocator shall be responsible for the cost of preparing the new Virtual Collocation Space at the new location. Otherwise **SBC-13STATE** shall be responsible for any reasonable preparation costs.

10.15 In the event the Collocator cancels its order after **SBC-13STATE** has begun preparation of the Virtual Collocation Space, but before **SBC-13STATE** has been paid the entire amounts due under this Agreement, then in addition to other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the on-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. **SBC-13STATE** shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Virtual Collocation request.

10.16 Collocator may discontinue or terminate a Virtual Collocation Arrangement on not less than thirty (30) days advance notice to **SBC-13STATE** by submitting a complete and accurate Virtual Collocation Application plus applicable fees. Upon the discontinuance or termination of a Virtual Collocation arrangement, the Collocator shall pay to **SBC-13STATE** all costs associated with returning the Virtual Collocation Space to **SBC-13STATE** in the same condition as when **SBC-13STATE** first began any construction work on such Virtual Collocation Space. Such costs include, but are not limited to, costs associated with removal by **SBC-13STATE** of facilities and cabling.

10.17 Upon discontinuance or termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with **SBC-13STATE** to remove the Collocator's equipment from **SBC-13STATE** property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. **SBC-13STATE** is not responsible for and will not guarantee the condition of such equipment if removed by the Collocator's **SBC-13STATE** vendor hired by Collocator. Collocator shall indemnify and hold **SBC-13STATE** harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while Collocator's **SBC-13STATE** vendor is removing its own equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) calendar days of **SBC-13STATE** receipt of Collocator's Virtual Collocation Application to terminate the virtual collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, **SBC-13STATE** has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. **SBC-13STATE** shall have no responsibility for damage done to such removed equipment caused by **SBC-13STATE** or its contractors during the removal process. Collocator will indemnify and hold **SBC-13STATE** harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if **SBC-13STATE** removes Collocator's equipment. Any

equipment not removed in this time frame may be removed by **SBC-13STATE** and stored in a non- **SBC-13STATE** location, at the expense of the Collocator.

10.18 Upon termination of the Virtual Collocation arrangement, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable(s) is not scheduled and removed within (30) calendar days after discontinuance of use, **SBC-13STATE** may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable as set forth in Section 10.18 below. **SBC-13STATE** and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when **SBC-13STATE** instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

10.19 If Collocator fails to remove its equipment and facilities from the Virtual Collocation Space within thirty (30) calendar days after discontinuance of use, **SBC-13STATE** may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold **SBC-13STATE** harmless from any and all claims, expenses, fees, or other costs associated with any such removal by **SBC-13STATE**.

11. TEST AND ACCEPTANCE

11.1 Collocator and **SBC-13STATE** will complete an acceptance walk-through visit of the Virtual Collocator's Space prior to turning the Virtual Collocation Space over to the Collocator's **SBC-13STATE** Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by **SBC-13STATE** as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Virtual Collocation request shall be at **SBC-13STATE** expense.

11.2 Prior to Collocator's installation vendor powering up equipment, and after the frame connections and equipment has been installed, Collocator will schedule a pre-performance visual inspection visit with the LOC as specified in Section 9.2.5. The Collocator is responsible for visually inspecting the installation and to assure compliance with technical publication specifications. This visit shall be scheduled to take place within ten (10) business days after Collocator's request and shall take no longer than eight (8) hours. Should Collocator determine during the visual inspection that the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed. Collocator shall be responsible for coordination with its **SBC-13STATE** Approved Vendor to be at the site for the visual inspection, acceptance testing and, when necessary, corrective work.

11.3 Prior to scheduled turn-up of the virtual collocated equipment, the Collocator will arrange to deliver to the **SBC-13STATE** Central Office, or other pre-designated location by **SBC-13STATE**, any spare plug-ins, circuit packs, tests sets, unique tools, circuit design information, technical publications, and any other necessary items that are needed to maintain and repair the Collocator's equipment. It is the Collocator's responsibility to arrange with their **SBC-13STATE** Approved Vendor to place any of the items provided into the Collocator's designated storage cabinet or shelf, if applicable.

11.4 Once the Collocator's equipment installation inspection is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its **SBC-13STATE** approved installation contractor, **SBC-13STATE**, and/or **SBC-13STATE** vendor. Collocator and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, **SBC-13STATE** will work with Collocator to coordinate testing to minimize the number of visits required by Collocator and its contractor.

11.5 All installations of equipment must be in accordance with the **SBC-13STATE** TP76300MP standards and requirements for equipment and facility installations and subject to review by an **SBC-13STATE**

maintenance engineer for compliance. Should **SBC-13STATE** maintenance engineer determine during their review that the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed.

11.6 Collocator shall be responsible of coordination with its **SBC-13STATE** Approved Vendor to be at the site for acceptance testing.

11.7 Upon successful completion of the testing as described in Section 11.4 above, **SBC-13STATE** shall provide Collocator with written acceptance notification no more than five (5) business days after turnup of the virtually collocated equipment. Immediately following this notification, **SBC-13STATE** will begin to maintain and repair the virtual collocated equipment at the direction of the Collocator, if all training requirements have been met.

11.8 Collocator shall accept the installation of equipment and facilities prior to the installation of services using the equipment. Once the equipment is installed and accepted, Collocator will either order interconnection or network elements from **SBC-13STATE** to connect to the equipment.

12. DELIVERY INTERVALS

12.1 The delivery interval relates to the period in which **SBC-13STATE** shall construct and turnover to the Collocator's **SBC-13STATE** Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date **SBC-13STATE** receives an accurate and complete Virtual Collocation Application from the Collocator. The delivery interval ends on the date **SBC-13STATE** is ready to turnover the Virtual Collocation Space to Collocator's **SBC-13STATE** Approved Vendor ("Delivery Date"). The Collocator must provide the **SBC-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided the **SBC-13STATE** such response and payment by the twelfth (12th) calendar day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Virtual Collocation Space is not reserved until **SBC-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The delivery interval for Virtual Collocation is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

Table (1)

Number of All Virtual Collocation Applications submitted by One Collocator per state or meter in region	Overhead Iron/ Racking Exists for Virtual Collocation Space Use	Overhead Iron/ Racking DoesNot Exist for Virtual Collocation Space Use	Additional Power or HVAC is Required for Virtual Collocation Space Use
1 – 10	60 calendar days	80 calendar days	180 calendar days
11-20	65 calendar days	85 calendar days	185 calendar days

12.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) calendar days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same

time for purposes of administering the above staggering intervals. Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

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

If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

12.3 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to the Collocator's **SBC-13STATE** Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's **SBC-13STATE** Approved Vendor by **SBC-13STATE**.

12.4 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper (shielded or nonshielded) cable pair connections
- 12 fiber pair connections

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

12.5 The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power.

Table (2)

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

12.6 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) calendar days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment

delivery intervals set forth in Table (2) above. All cabling Augment applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

12.6.1 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

12.7 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

12.8 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE**'s receipt of the confirmatory response in writing to continue construction on the Virtual Collocation arrangement requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), **SBC-13STATE** will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

12.9 During **SBC-13STATE** delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, **SBC-13STATE** will notify Collocator that their **SBC-13STATE** Approved Vendor will be allowed to do work in parallel with **SBC-13STATE** throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication for installation of equipment and facilities.

12.10 In responding to an application request that requires an ICB/NSCR, **SBC-13STATE** shall advise the Collocator with the quote whether space for the Virtual Collocation requested is available.

13. REPAIR AND MAINTENANCE OF EQUIPMENT

13.1 Except in emergency situations, and/or except when **SBC-13STATE** network reliability is at risk, Collocator will initiate the repair and maintenance process by contacting **SBC-13STATE** LOC. Collocator-owned fiber optic facilities and central office terminating equipment will be repaired and maintained only upon the request and direction of the Collocator. In an emergency, **SBC-13STATE** may perform necessary repairs without prior notification or both Parties agree to delineate methods and procedures for emergency notification handling with the LOC. The labor rates applicable to Virtual Collocation are contained within the state specific Appendix Pricing that apply to **SBC-13STATE** central offices and **SBC-13STATE** CEVs, Huts and Cabinets for all maintenance and repairs performed at the direction of the Collocator by **SBC-13STATE**.

13.2 When initiating repair or maintenance requests of Collocator provided virtually collocated equipment, Collocator shall provide the LOC with the following:

13.2.1 Notification that the purpose of the call is to establish a virtual collocation trouble ticket;

13.2.2 **SBC-13STATE** Eligible Structure's CLLI, circuit identification and/or telephone number;

13.2.3 Location of virtually collocated equipment (Bay, frame, shelf, circuit pack, location and type);

13.2.4 A detailed description of the trouble;

13.2.5 The name and telephone number of the Collocator's employee or Center that will cooperatively test with **SBC-13STATE** at no charge to **SBC-13STATE**; and

13.2.6 The type of the trouble.

13.3 When an **SBC-13STATE** technician calls the Collocator to perform repair/maintenance initiated by a trouble ticket, the Collocator will provide the **SBC-13STATE** technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.

13.4 **SBC-13STATE** is not obligated to provide any test equipment to support the Collocator's equipment. To the extent that test equipment owned by **SBC-13STATE** is located in the central office with the Collocator's equipment, is compatible with Collocator's equipment and is not currently being used to repair **SBC-13STATE** owned equipment, **SBC-13STATE** can use this test equipment for test operations directed by the Collocator. **SBC-13STATE** assumes no liability for damage to Collocator's equipment caused by using **SBC-13STATE** test equipment.

SBC-13STATE is not obligated to move test equipment from one central office to another or to provide any test equipment specifically for use on Collocator's equipment. **SBC-13STATE** is under no obligation to provide lists of test equipment available at central offices and availability is not implied or guaranteed. Test set availability can only be guaranteed by the Collocator providing test equipment for their exclusive use in maintaining their equipment.

13.5 Upon mutual agreement, when service affecting reports cannot be restored and it is determined support is necessary, the Collocator's **SBC-13STATE** Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If **SBC-13STATE**, working with the Collocator believes that it would be beneficial to allow the Collocator on site to aid in troubleshooting or restoring equipment, it will so request. Charges for an escort will apply in either situation and the Collocator must identify the employee and/or **SBC-13STATE** Approved Vendor that will assist in the restoration.

13.6 The Collocator may request **SBC-13STATE** to perform routine maintenance and scheduled events, at mutually agreed upon times, which will be billed on a time and material basis and performed on a case by case basis. When requesting maintenance on Collocator owned equipment, the Collocator shall provide **SBC-13STATE** with location and identification of the equipment, a detailed description of the maintenance requested, and the estimated time required performing the routine maintenance.

13.7 For routine maintenance, product upgrades, PCN's, Engineering Complaints, storage cabinet inventories, and generic upgrades, etc., the Collocator will contact the LOC to arrange access for the Manufacturer or Collocator's **SBC-13STATE** Approved Vendor to perform the necessary work and escort charges will apply as described in Section 14. For service affecting problems covered by the Manufacturer's warranty, **SBC-13STATE** shall perform repairs as described in Section 14 of this Appendix.

13.8 **SBC-13STATE** is responsible for maintaining 7 X 24 maintenance and repair schedule for the Collocator's virtual collocation equipment at the direction of the Collocator on at a time and material basis, however, maintenance and repair will only be provided on a 7 X 24 basis if the Collocator trains the adequate number of **SBC-13STATE** personnel provided to the Collocator per Eligible Structure.

14. MEAN TIME RESPONSE INTERVAL (MTRI)

14.1 **SBC-13STATE** will be responsible for repairing/maintaining Collocator's virtually collocated equipment at the direction of the Collocator with the same diligence it repairs/maintains its own equipment. At a minimum, **SBC-13STATE** agrees to meet service response interval for installation, repair, and/or maintenance as defined below. Collocator will advise the LOC verbally, of the priority level for each trouble report based on the criteria below. The response interval is defined as the time from the conclusion of a trouble report call from Collocator to the LOC, to the time a **SBC-13STATE** technician notifies the Collocator's technical support center from the specified trouble location, of the Collocator's virtually collocated equipment that the technician is ready to begin repairs. The Mean Time Response Intervals (MTRIs) for each priority level follows:

14.1.1 **Priority 1 Tickets**. The MTRI for a Priority 1 Ticket is as follows: two (2) hours Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for Manned Offices; four (4) hour minimum callout Monday through Friday between the hours of 5:01 p.m. to 7:59 a.m.; Saturday and Sunday;

and Unmanned Offices. If the callout exceeds the 4-hour minimum, additional hours will be charged at the callout rate for the duration of the ticket. A Priority 1 Ticket is issued for the following reasons:

14.1.1.1 Any network trouble reports where equipment and associated cabling indicates service degradation. This could include LOS (Loss of Signal), LOF (Loss of Frame), LOP (Loss of Pointer) or excessive errors.

14.1.1.2 Telemetry problems causing the loss of surveillance.

14.1.1.3 Remote access to the virtually collocated equipment.

14.1.2 **Priority 2 Tickets**—The MTRI for a Priority 2 Ticket is twenty-four (24) hours. A Priority 2 Ticket is issued for the following reasons:

14.1.2.1 All other non-service affecting report that is not a threat to customer service over night. Also, issue this type of priority ticket when a non-standard installation of plug-in(s) and/or circuit pack(s) is requested by the Collocator as described in Section 9.8.

14.1.3 **Priority 3 Tickets**—The MTRI for a Priority 3 Ticket is seventy-two (72) hours. A Priority 3 Ticket is issued for the following reasons:

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

14.1.4 **Priority 4 Tickets**—The MTRI for a Priority 4 Ticket is four (4) business days. A Priority 4 Ticket is issued for the following reasons:

14.1.4.1 Installation of plug-ins or circuit packs, routine maintenance, etc. as described in Section 9.5 and 13.7. When installation is performed by the Collocator's **SBC-13STATE** Approved Vendor or Manufacturer, the Collocator will make arrangements with the LOC for a mutual agreed arrangement and escort charges will apply, unless the Collocator's **SBC-13STATE** Approved Vendor has a current existing Installation Agreement (IA) for the installation being performed in the Central Office. All jobs as described above that are to be performed by **SBC-13STATE** shall be requested through the LOC by the Collocator and completed at the direction of the Collocator. Collocator must identify the Manufacturer and/or **SBC-13STATE** Approved Vendor performing the work.

14.2 Charges to install, repair, and maintain Collocator's equipment will be billed per the state specific rates provided in the attached Appendix Pricing. If Collocator has not supplied sufficient replacement/installment part(s) or appropriate test equipment at the time **SBC-13STATE**'s technician is ready to begin work at a Central Office, **SBC-13STATE** will close out the ticket. Collocator must generate another trouble report to request the repair, installation, and/or maintenance once such part(s) and/or equipment have been delivered to the Eligible Structure.

15. CASUALTY LOSS

15.1 If the Eligible Structure is damaged by fire or other casualty, and:

15.1.1 The Virtual Collocation Space is rendered non-tenantable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated; or

15.1.2 The Virtual Collocation Space is rendered non-tenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, **SBC-13STATE** has the option to repair the collocation space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the collocation space cannot be repaired within ninety (90) calendar days, or **SBC-13STATE** opts not to rebuild, then the collocation arrangement provided shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as the date of such damage. **SBC-13STATE** shall endeavor to relocate Collocator equipment to an alternative location.

15.2 Any obligation on the part of **SBC-13STATE** to repair the collocation space shall be limited to repairing, restoring, and rebuilding the collocation space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any Collocator equipment; or other facilities or equipment located in the Virtual Collocation Space. Upon mutual agreement, when Collocator's space or equipment is damaged, the Collocator may arrange a visit with the LOC to inspect the condition and escort charges will apply. The Collocator must identify the employee(s) and/or **SBC-13STATE** Approved Vendor that will attend in the visit.

15.3 In the event the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the collocation space may be unaffected thereby, **SBC-13STATE** at its option, may terminate any collocation arrangement in that Eligible Structure by giving Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

16. REMOVAL OF EQUIPMENT

16.1 Unless otherwise set forth herein, if Collocator shall default in performance of any term or condition herein, and the default shall continue for thirty (30) calendar days after receipt of written notice, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **SBC-13STATE** may, immediately or at any time thereafter, without notice or demand, expel Collocator and any claiming under Collocator, remove any Collocator equipment and any other items in the Virtual Collocation Space, forcibly if necessary, and there upon such Virtual Collocation arrangement shall terminate, without prejudice to any other remedies **SBC-13STATE** might have. **SBC-13STATE** may exercise this authority on an individual collocation space basis. **SBC-13STATE** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

17. LIMITATION OF LIABILITY

17.1 Collocator acknowledges and understands that **SBC-13STATE** may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of Collocator's; that such space may be close to the Virtual Collocation Space, possibly including space adjacent to the Virtual Collocation Space and/or with access to the outside of the Virtual Collocation Space. In addition to any other applicable limitation, **SBC-13STATE** shall have absolutely no liability with respect to any action or omission by any other, regardless of the degree of culpability of any such other or **SBC-13STATE**, and regardless of whether any claimed **SBC-13STATE** liability arises in tort or in contract. Collocator shall save and hold **SBC-13STATE** harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of Collocator.

18. INDEMNIFICATION OF SBC-13STATE

18.1 Indemnification of **SBC-13STATE**

18.1.1 In addition to any indemnification obligations set forth in the General Terms and Conditions of this Agreement), Collocator's shall indemnify and hold harmless **SBC-13STATE** the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against **SBC-13STATE** where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers, arising out of or resulting from or in connection with this Agreement or the performance

of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the willful or intentional misconduct of **SBC-13STATE** or its employees.

19. NOTICES

19.1 Except in emergency situations, **SBC-13STATE** shall provide Collocator with written notice five (5) business days prior to those instances where **SBC-13STATE** or its subcontractors may be undertaking a major construction project in the general area of the Virtual Collocation Space or in the general area of the AC and DC power plants which support the Virtual Collocation Space.

19.2 **SBC-13STATE** will inform Collocator by telephone of any emergency-related activity that **SBC-13STATE** or its subcontractors may be performing in the general area of the Virtual Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Virtual Collocation Space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required monitoring or protecting its service.

19.3 **SBC-13STATE** will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator's equipment. **SBC-13STATE** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator's equipment.

19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to **AR, CA, CT, KS, MO, NV, OK, TX**:

NOTICE CONTACT	CLEC CONTACT	SBC-8STATE CONTACT
NAME/TITLE	Mark Jozwiak Executive Vice President	Account Manager-Collocation
STREET ADDRESS	820 W. Jackson Boulevard, Suite 650	2600 North Central Expressway 6th Floor
CITY/STATE/ZIP	Chicago, Illinois 60607	Richardson, TX 75080

If to **IL, IN, MI, OH, WI:**

NOTICE CONTACT	CLEC CONTACT	SBC MIDWEST 5-STATE REGION CONTACT
NAME/TITLE	Mark Jozwiak Executive Vice President	Account Manager-Collocation
STREET ADDRESS	820 W. Jackson Boulevard, Suite 650	350 N. Orleans Street, 5th Floor
CITY/STATE/ZIP	Chicago, Illinois 60607	Chicago, IL 60654

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

19.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

	CLEC CONTACT	SBC-13STATE CONTACT
NAME/TITLE	Mark Jozwiak Executive Vice President	CSC
STREET ADDRESS	820 W. Jackson Boulevard, Suite 650	2600 North Central Expressway, 6th Floor
CITY/STATE/ZIP	Chicago, Illinois 60607	Dallas, TX 75080

20. INSURANCE

20.1 Collocator shall furnish **SBC-13STATE** with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions of this Agreement, and state the types of insurance and policy limits provided by Collocator. **SBC-13STATE** shall be named as an ADDITIONAL INSURED on general liability policy.

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

20.1.1 In addition to the insurance requirements set forth in this Agreement, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

20.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by **SBC-13STATE** from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing **SBC-13STATE** structure.

20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **SBC-13STATE**.

20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.

20.5 Collocator shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, **SBC-13STATE**'s obligation to turn over the Virtual Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for **SBC-13STATE** to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

20.6 Collocator must also conform to recommendations made by **SBC-13STATE**'s Property Insurance Company, if any, unless a recommendation is also applicable to **SBC-13STATE** and **SBC-13STATE** does not so conform in the Eligible Structure where the Virtual Collocation Space is located.

20.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTON OF SERVICE AND PROPERTY

21.1 **SBC-13STATE** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX DIRECT

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

1. INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. SERVICE

3.1 Direct Access allows CLECs access to **SBC-12STATE**'s Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to CLEC's End User. This service shall allow the CLEC to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address **SBC-12STATE** will provide CLECs nondiscriminatory access to the same directory listing information available to its own directory assistance operators.

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

4. RESPONSIBILITIES OF SBC-12STATE

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

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

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

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

5. RESPONSIBILITIES OF CLEC

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

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

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

6. RESPONSIBILITIES OF BOTH PARTIES

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

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

7. LIABILITY

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

8. BILLING

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

9. USE OF SUBSCRIBER LISTING INFORMATION

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

10. ASSIGNMENT

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

11. TERM OF CONTRACT AND RATE STRUCTURE

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

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

11.2.1 Service Establishment

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

11.2.2 Direct Access Database Service

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

11.2.3 Direct Access Per Search

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

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX DA

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APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)

1. INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. SERVICES

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

2.1.1 DIRECTORY ASSISTANCE (DA)

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

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

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

2.1.3 NATIONAL DIRECTORY ASSISTANCE (NDA)

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

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

2.1.4 BUSINESS CATEGORY SEARCH (BCS)

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

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

2.1.5 REVERSE DIRECTORY ASSISTANCE (RDA)

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

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

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

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

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

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

4. CALL BRANDING

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

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

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

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

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

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

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

4.1.1.5 Branding Load Charges:

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

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

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

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

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

5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

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

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

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

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

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

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

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

6. RESPONSIBILITIES OF THE PARTIES

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

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

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

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

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

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

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

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

7. METHODS AND PRACTICES

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

8. PRICING

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

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

9. MONTHLY BILLING

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

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

10. LIABILITY

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

10.2 CLEC also agrees to release, defend, indemnify, and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or

persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

11. TERMS OF APPENDIX

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

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

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX DAL

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APPENDIX DAL

(LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for which Parties agrees to license its subscriber listing information applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. GENERAL TERMS AND CONDITIONS

2.1 Where technically feasible and/or available, **SBC-13STATE** will provide Directory Assistance (listing information referred to as Directory Assistance Listing (DAL) in **SBC SOUTHWEST REGION 5-STATE**, Directory Assistance Listing Information Service (DALIS) in SBC California and Dialing Parity Directory Listings in **SBC MIDWEST REGION 5-STATE** (herein after collectively referred to as DAL):

2.1.1 **SBC-13STATE** owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.

2.1.2 **SBC-13STATE** uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call **SBC-13STATE**'s DA to obtain such information.

2.1.3 Inasmuch as **SBC-13STATE** provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), **SBC-13STATE**'s database also contains directory assistance listing information for other ILEC and CLEC End Users.

2.1.4 CLEC, or its agent, wishes to provide DA service to CLEC's End Users located in the CLEC's service area, and therefore, wishes to load its database with directory assistance listings contained in **SBC-13STATE**'s DA database.

2.1.5 **SBC-13STATE** agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:

2.1.5.1 **SBC-13STATE** shall license its directory assistance listing information as defined in Exhibit A.

2.1.5.2 **SBC-13STATE** shall provide directory assistance listing information in a mutually acceptable format.

2.1.5.3 **SBC-13STATE** shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, **SBC13-STATE** will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.

2.2 Use of Directory Assistance Listing Information

2.2.1 CLEC may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.

2.2.2 Upon termination of the Agreement, CLEC shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by **SBC-13STATE**, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.

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

3. ASSIGNMENT

3.1 The directory assistance listings provided by SBC shall remain the property of **SBC-13STATE**. CLEC, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures CLEC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

4. BREACH OF CONTRACT

4.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's breach is remedied. Further should CLEC breach this agreement, it shall immediately cease use of **SBC-13STATE**'s directory assistance listing information.

5. LIABILITY

5.1 **SBC-13STATE** makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. **SBC-13STATE** makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.

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

5.3 CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** (or **SBC-13STATE**'s officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to **SBC-13STATE** Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of CLEC, in which event CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. CLEC shall not enter into any settlement of any such demand, claim or suit without the prior written consent of **SBC-13STATE**.

6. TERM OF APPENDIX

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

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

ATTACHMENT "A"

(Listings are extracted by WPDC and listed by the Customer Customized Order Below)

State	Directory Name	WPDC	NPA	Res Count	Bus Count	Res/Bus Count	Total Number of Listings

APPENDIX 911

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APPENDIX 911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

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

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

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

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

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

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

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

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

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

1.25 The prices at which **SBC-13STATE** agrees to provide CLEC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

2.1 **"911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.

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

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

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

2.5 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

2.6 **"E911 Customer"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

2.7 **"E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service")** or **"E911 Service"** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

2.8 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

2.9 **"Emergency Service Number" or "ESN"** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

2.10 **"National Emergency Number Association" or "NENA"** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.11 **"Public Safety Answering Point" or "PSAP"** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.12 **"Selective Routing" and "Selective Router" or "SR"** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. SBC-13STATE RESPONSIBILITIES

3.1 **SBC-13STATE** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **SBC-13STATE** is the 911 Service Provider. **SBC-13STATE** shall provide 911 Service to CLEC as described this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and **SBC-13STATE** is the 911 Service Provider. This shall include the following:

3.2 Call Routing

3.2.1 **SBC-13STATE** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 **SBC-13STATE** will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, **SBC-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ANI record is found in the E911 DBMS, **SBC-13-STATE** will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking

3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated E911 trunks from **SBC-13STATE**'s SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

3.3.2 **SBC-13STATE** will provide facilities to interconnect the CLEC, as specified in the local state tariff. Additionally, when diverse facilities are requested by CLEC, **SBC-13STATE** will provide such diversity where technically feasible, at standard local state tariff rates.

3.3.3 Upon written request by CLEC, **SBC-13STATE** shall, in a timely fashion, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

3.3.4 **SBC-13STATE** and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the **SBC-13STATE** SR(s).

3.4 Database

3.4.1 Where **SBC-13STATE** manages the E911 database, **SBC-13STATE** shall store the CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 **SBC-13STATE** shall coordinate access to the **SBC-13STATE** E911 DBMS for the initial loading and updating of CLEC End User 911 Records.

3.4.3 **SBC-13STATE**'s ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

3.4.4 **SBC-13STATE** will update CLEC's End User 911 Records in the E911 DBMS. **SBC-13STATE** will then provide CLEC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.

3.4.5 **SBC-13STATE** shall provide the CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where CLEC is authorized to do business as a local exchange service provider and **SBC-13STATE** is the 911 service provider.

3.4.6 Where **SBC-13STATE** manages the DBMS, **SBC-13STATE** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4. CLEC RESPONSIBILITIES

4.1 Call Routing

4.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the **SBC-13STATE** SR office of the E911 system, where **SBC-13STATE** is the 911 Service Provider.

4.1.2 CLEC will forward the ANI information of the party calling 911 to the **SBC-13STATE** 911 Selective Router.

4.2 Facilities and Trunking

4.2.1 CLEC shall provide interconnection with each **SBC-13STATE** 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.

4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each **SBC-13STATE** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.4 In **SBC MIDWEST REGION 5-STATE** only, the CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

4.2.5 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the **SBC-13STATE** SR.

4.2.6 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated **SBC-13STATE** 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.

4.2.7 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the **SBC-13STATE** 911 SR.

4.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

4.2.9 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from **SBC-13STATE**.

4.2.10 CLEC will cooperate with **SBC-13STATE** to promptly test all 911 trunks and facilities between CLEC's network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). **SBC-13STATE** will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising **SBC-13STATE** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to CLEC if no defect is found in **SBC-13STATE**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

4.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to **SBC-13STATE** for inclusion in **SBC-13STATE**'s DBMS on a timely basis. **SBC-13STATE** and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.

4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.4 CLEC is responsible for providing **SBC-13STATE** updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the **SBC-13STATE** 911 DBMS.

4.3.5 The CLEC shall reimburse **SBC-13STATE** for any additional database charges incurred by **SBC-13STATE** for errors in ALI data updates caused by CLEC or its third-party agent.

4.3.6 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

4.4.1 CLEC is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the CLEC provides local exchange service.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the CLEC's POI to the designated **SBC-13STATE** 911 Selective Router(s).

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of **SBC-13STATE**'s Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

6.2 **SBC-13STATE** will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to **SBC-13STATE**'s Selective Routing. **SBC-13STATE** will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **SBC-13STATE** and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to **SBC-13STATE** not later than forty-five (45) days prior to the passing of live traffic. **SBC-13STATE** shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.

7.3 CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located CLEC shall provide documentation of all requisite approval(s) to **SBC-13STATE** prior to use of CLEC's E911 connection for actual emergency calls.

7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. CLEC must obtain approval of each

additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.

7.5 In **SBC-2STATE**, and **SBC MIDWEST REGION 5-STATE**; the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

8.1 Rates for access to E911 Services are set forth in **SBC-13STATE**'s Appendix Pricing or applicable state Commission-approved tariff.

8.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

9. LIABILITY

9.1 **SBC-13STATE**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **SBC-13STATE** shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **SBC-13STATE** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

9.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to **SBC-13STATE**, CLEC shall not be liable to **SBC-13STATE**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **SBC-13STATE** until service is restored.

9.3 CLEC agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss arising out of **SBC-13STATE**'s provision of E911 Service hereunder or out of CLEC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

9.4 CLEC also agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

10. MUTUALITY

10.1 CLEC agrees that to the extent it offers the type of services covered by this Appendix to any company, that should **SBC-13STATE** request such services, CLEC will provide such services to **SBC-13STATE** under terms and conditions comparable to the terms and conditions contained in this Appendix.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

1.1 For purposes of this Appendix only, **SBC-13STATE** is defined as one of the following ILECs, as appropriate, in those geographic areas where the referenced SBC-owned Company is the ILEC: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.1.1 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.1.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.3 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.1.4 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.1.5 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions to the extent that particular conditions have not yet terminated (sunset) and which are specifically addressed herein or relate to any provisions set forth herein.

1.4 Each of the obligations set forth in this Appendix terminates the earlier of: (1) the date this Agreement itself terminates without reference to this Appendix; or (2) the date such obligation terminates under the FCC Merger Conditions.

2. DEFINED TERMS; DATES OF REFERENCE

2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.

2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:

2.2.1 the Merger Closing Date is October 8, 1999; and

2.2.2 the Offering Window begins November 7, 1999.

2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES

3.1 The promotional discount on monthly recurring charges for unbundled local loops used in the provision of local service to residential end user customers ("Local Loops Discount") has sunset (terminated) in **SBC SOUTHWEST REGION 5-STATE** and **SBC SNET.** Consequently, such discount is not available to any CLEC who did not have an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC SOUTHWEST REGION 5-STATE** or **SBC SNET** that provided for such Local Loops Discount before the sunset date in each of the respective **SBC SOUTHWEST REGION 5-STATE** and **SBC SNET** states. Thus, notwithstanding anything to the contrary in this Appendix or Agreement, with respect to **SBC SOUTHWEST REGION 5-STATE** and/or **SBC SNET,** in the event that any other telecommunications carrier should adopt provisions in this Appendix or Agreement pursuant to Section 252(i) of the Act , or otherwise obtains this Appendix, the CLEC shall not be entitled to this Local Loops Discount unless the CLEC: (1) had an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC SOUTHWEST REGION 5-STATE** or **SBC SNET** that provided for this Local Loops Discount before the sunset date in each of the respective **SBC SOUTHWEST REGION 5-STATE** or **SBC SNET** states; and (2) even then, only with respect to those unbundled local loops that were ordered by the Adopting CLEC during the Offering Window for this Local Loops Discount that has/had a requested installation date of no later than thirty (30) days after the date the Offering Window closed for the particular state pursuant to Paragraph 46.a of the FCC Merger Conditions.

3.2 With respect to any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with **SBC SOUTHWEST REGION 5-STATE** or **SBC SNET** that provided for such Local Loops Discount before the sunset date in each respective **SBC SOUTHWEST REGION 5-STATE** or **SBC SNET** state, such CLEC shall continue to receive this promotional discount only for those unbundled local loops that were ordered by CLEC while the Offering Window for this Local Loops Discount was still in effect, and that had a requested installation date of no later than thirty (30) days after the date the Offering Window closed for the particular state pursuant to Paragraph 46.a of the FCC Merger Conditions. Any unbundled local loops ordered after the date the Offering Window closed in the state at issue shall not be eligible for the Local Loops Discount.

3.3 Notwithstanding anything to the contrary in this Appendix or Agreement, **SBC-13STATE** is under no obligation to provide a Local Loops Discount outside the "Promotional Period" as defined in paragraph 46.c of the Merger Conditions, which provides that the Promotional Period "shall be a period of 36 months from the date a qualifying unbundled local loop [was] installed and operational, or the period during which the loop remains in service at the same location and for the same telecommunications carrier, whichever is shorter."

3.4 **SBC-13STATE** will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers, during the "Promotional Periods" applicable to such loop as defined in Paragraph 46 of the FCC Merger Conditions and in this Appendix, at the rates and on the terms and conditions set forth in Paragraph 46 of the FCC Merger Conditions. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

3.5 If CLEC does not qualify for the Local Loops Discount set forth in Paragraph 46 of the FCC Merger Conditions, **SBC-13-STATE's** provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless **SBC-13-STATE** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Local Loops Discount or to convert such service to an available alternative service provided by **SBC-13-STATE,** then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the rates, terms and conditions of the Agreement without reference to this Appendix or, in the absence of rates, terms and conditions in the Agreement, the applicable tariff. Where there are no provisions for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within thirty (30) days of a written request

to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within sixty (60) days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

4. PROMOTIONAL DISCOUNTS ON RESALE

4.1 The promotional resale discount ("Resale Discount") on telecommunications services that **SBC-13STATE** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers sunset (terminated) in each **SBC-13STATE** on November 8, 2002. Consequently, such discount is not available to any CLEC who did not have an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC-13STATE** that provided for such Resale Discount before November 8, 2002. Thus, notwithstanding anything to the contrary in this Appendix or Agreement, in the event that any other telecommunications carrier should adopt provisions in this Appendix or Agreement pursuant to Section 252(i) of the Act, or otherwise obtains this Appendix, CLEC shall not be entitled to this Resale Discount unless the CLEC: (1) had an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC-13-STATE** that provided for this Resale Discount before November 8, 2002; and (2) even then, only with respect to those underlying resold lines the Adopting CLEC ordered prior to November 8, 2002 for this resale discount with a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions.

4.2 With respect to any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with **SBC-13STATE** that provided for such Resale Discount before November 8, 2002, such CLEC shall continue to receive this promotional discount only for those underlying resold lines CLEC ordered during the Offering Window for this resale discount that has/had a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions. Any resold services (such as Call Waiting) provided over a resold customer line that is/was placed in service after December 7, 2002 shall not be eligible for the Resale Discount. Resold services (such as Call Waiting) added to a resold line that qualifies for the Resale Discount (i.e., which was ordered by CLEC during the offering window and has/had a requested installation date of no later than December 7, 2002) shall be eligible for the Resale Discount for the duration of the Promotional Period for the underlying resold service regardless of whether such resold services were added after the end of the Offering Window (i.e., November 8, 2002). SBC/Ameritech is under no obligation to provide a service for resale at the Resale Discount outside the Promotional Period. For purposes of this subsection, Promotional Period is defined as a period of 36 months from the date a qualifying resold service was installed and operational, or the period during which the resold service remains in service at the same location and for the same telecommunications carrier, whichever is shorter.

4.3 If CLEC does not qualify for the Resale Discount, **SBC-13STATE** 's provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via the Resale Discount or to convert such service to an available alternative service provided by **SBC-13STATE**, then upon expiration of the Resale Discount in any state, the service shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the rates, terms and conditions of the Agreement or, in the absence of rates, terms and conditions in the Agreement, the applicable tariff. Where there are no provisions for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

5. UNBUNDLED LOCAL SWITCHING WITH SHARED TRANSPORT

5.1 **SBC MIDWEST REGION 5-STATE** will provide unbundled shared transport in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999). To the extent this Agreement currently contains specific rates, terms and conditions for that SBC-AMERITECH unbundled shared transport offering, such offering shall be available to CLEC. In the event this Agreement does not contain specific rates, terms and conditions for that offering, such offering shall not be available to CLEC until CLEC incorporates specific rates, terms and conditions for unbundled shared transport into this Agreement via Amendment which would become effective following the date it is approved or deemed approved by the appropriate **SBC MIDWEST REGION 5-STATE** state commission or effective as may otherwise be set forth in the Amendment. Unbundled shared transport is not offered under this Appendix.

6. CONFLICTING CONDITIONS

6.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against **SBC-13STATE**, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

7. SUSPENSION OF CONDITIONS

7.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provisions described in this Appendix shall be automatically and without notice suspended as of the date of such termination, order or finding and shall not apply to any product or service purchased by CLEC or provisioned by **SBC-13STATE** after the date of such termination, order or finding. Thereafter, **SBC-13STATE** 's continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

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 CLEC.

1.2 This Appendix provides descriptions of the trunking requirements between CLEC and **SBC-13STATE**. All references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for local, IntraLATA toll, InterLATA "meet point", mass calling, E911, Operator Services and Directory Assistance traffic.

1.3 Local trunk groups may only be used to transport traffic between the parties End Users.

1.4 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.5 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.6 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.7 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.8 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.9 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.11 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.12 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.13 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.14 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.15 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.16 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.17 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.18 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.19 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.20 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.21 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.22 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.23 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.24 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.25 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.26 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DEFINITION

2.1 **"Network Interconnection Methods"** (**NIM**) designates facilities established between the Parties Networks.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 CLEC shall issue Access Service Request (ASR) for two-way trunk groups. CLEC shall issue ASR's for one-way trunk groups, originating at the CLEC switch. **SBC-13STATE** shall issue ASR's for one-way trunk groups, originating at the **SBC-13STATE** switch. Exceptions to this are noted below:

3.1.1 CLEC shall issue ASR's for one-way Meet Point Trunk Groups (MPTGs) in **SBC-13STATE.**

3.1.2 CLEC shall issue ASR's for one-way Busy Line Verification/Emergency Interrupt trunk group.

3.1.3 CLEC shall issue ASR's for one-way High Volume Call In trunk group as described in section 5.7.3.

3.1.4 CLEC shall issue ASR's for one-way Connecticut Transit Traffic Service trunk group in **SBC SNET.**

3.2 One-way trunk groups for ancillary services (e.g. OS/DA, BLVI, mass calling, Meet Point, 911 and in SNET, Connecticut Transit Traffic trunk group) can be established between a CLEC switch and an **SBC-13STATE** Tandem as further provided in this Appendix ITR. CLEC is financially responsible for the transport facility cost as described in Appendix NIM section 2.6. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.

3.3 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a CLEC switch and an **SBC-13STATE** Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. **SBC-13STATE** will use the Trunk Group Service Request (TGSR), as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

3.4 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, in **SBC MIDWEST REGION 5-STATE** and **SBC SNET**, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.

3.5 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data as described in section 9.

3.6 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end-point meet Interconnection architecture. The Parties may agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via any Interconnection method as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. **SBC-13STATE** agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 **SBC-13STATE** deploys in its network Tandems that switch local only traffic (local Tandem **SBC SOUTHWEST REGION 5-STATE** only), Tandems that switch only local and IntraLATA traffic (local/IntraLATA Tandem **SBC SOUTHWEST REGION 5-STATE** only), Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition **SBC-13STATE** deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.

4.2 When Tandem trunks are deployed, CLEC shall connect to all tandems in the LATA in **SBC SNET**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC MIDWEST REGION 5-STATE** and to all Tandems in the local exchange area in **SBC SOUTHWEST REGION 5-STATE**. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective **SBC-13STATE** Tandems on the trunk groups defined below. **SBC-13STATE** shall route appropriate traffic to CLEC switches on the trunk groups defined below.

4.2.1 "Transit Traffic" is local and intraLATA toll traffic originated by or terminates to CLEC's End Users from another Local Exchange Carrier, CLEC or wireless carrier's End User that transit a **SBC-13STATE** Tandem. Transit Traffic does not terminate to **SBC-13STATE's** End Users.

4.2.2 When transit traffic through the **SBC-13STATE** Tandem from CLEC to another Local Exchange Carrier, CLEC or wireless carrier requires 24 or more trunks, CLEC shall establish a direct trunk group between itself and the other Local Exchange Carrier, CLEC or wireless carrier. CLEC shall route Transit Traffic via **SBC-13STATE**'s Tandem switches, and not at or through any **SBC-13STATE** End Offices. By establishing this trunk group, CLEC agrees to cease routing transit traffic through the **SBC-13STATE** Tandem to the third party terminating carrier. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 7.0.

4.2.3 **SBC SNET** will make its Connecticut Transit Traffic Service available to CLEC for the purpose of completing CLEC Transit Traffic calls as defined in Section 4.2.1 at the rates and upon the terms and conditions set forth in Appendix Pricing and the applicable CT Access Service Tariff respectively. In doing so, **SBC SNET** will compensate the terminating carrier for applicable local compensation or intraLATA access compensation.

4.3 While the Parties agree that it is the responsibility of the CLEC to enter into arrangements with each third party carrier (ILECs, IXCs, Wireless Carriers or other CLECs) to deliver or receive transit traffic, **SBC-13STATE** acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an temporary basis. Accordingly, until the earlier of (I) the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to CLEC and (II) the date transit traffic volumes exchanged by the CLEC and third-party carrier exceed the volumes specified in Section 4.2.2, **SBC-13STATE** will provide CLEC with transit service. CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.

4.3.1 Once the CLEC is notified that that there is more than a DS1's worth of traffic to any 3rd party, then the CLEC will invoke an interconnection arrangement with the 3rd party of concern within 60 calendar days.

4.3.2 If CLEC does not establish direct trunk groups as described above, **SBC-13STATE** reserves the right to cease delivery of such traffic.

4.4 Direct End Office trunks terminate traffic from a CLEC switch to an **SBC-13STATE** End Office and are not switched at a Tandem location. The Parties shall establish a two-way Direct End Office trunk group when actual or projected End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the Direct End Office trunk group will be alternate routed to the appropriate Tandem. Local traffic will only be alternately routed if the local exchange area is served by a local or local/Access Tandem.

4.4.1 Direct End Office trunks terminate local and intralata toll traffic from a CLEC switch to an **SBC-13STATE** End Office. This traffic is not switched at a Tandem location. DEOT's terminate Local IntraLata traffic from CLEC Switch to **SBC 13-STATE** End Office's.

4.4.2 The Parties will exert commercially reasonable efforts to achieve and maintain a network architecture within a Tandem serving area such that the DEOT does not fall below 80% of the total number of trunks the CLEC has in service in the Tandem serving areas for two consecutive months. This should be achieved within 6 months of new interconnection in a Tandem serving area or within 3 months for existing interconnections. To determine the 80% DEOT to Tandem trunks threshold, the total number of DEOTs will be divided by the total number of trunks CLEC has in use in the Tandem serving area that CLEC into which has interconnection.

4.5 All traffic received by **SBC-13STATE** on the direct End Office trunk group from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the **SBC-13STATE** End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.

4.6 Trunk Configuration

4.6.1 Trunk Configuration – **SBC SOUTHWEST REGION T-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC SNET**

4.6.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

4.6.1.2 The Lucent 1AESS switch is incapable of handling 64CCC traffic. Therefore, all trunk groups established to the 1AESS switches must use Alternate Mark Inversion (AMI).

4.6.2 Trunk Configuration – SBC CALIFORNIA and SBC NEVADA

4.6.2.1 When Interconnecting at **SBC CALIFORNIA/SBC NEVADA**'s digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for Local Interconnection trunk groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.6.2.2 When Interconnecting at **SBC CALIFORNIA**'s DMS Tandem(s), 64CCC data and voice traffic may be combined on the same B8ZF ESF facilities and 2-way trunk group. 64CCC data and voice traffic must be separate and not combined at **SBC CALIFORNIA**'s 4E Tandems. A CLEC establishing new trunk groups to carry combined voice and data traffic from **SBC CALIFORNIA**'s DMS Tandems may do so where facilities and equipment exist. Where separate voice and data Interconnection trunking already exists CLEC may transition to combined voice and data trunking as a major project, subject to rules, timelines and guidelines set forth in the CLEC handbook, which is not incorporated herein refer to the appropriate ILEC's website. In all cases, CLEC will be required to disconnect existing voice-only trunk groups as existing 64CCC trunk groups are augmented to carry both voice and data traffic. For both the combined and the segregated voice and data trunk groups, where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job which **SBC CALIFORNIA** does for IXC's, CLEC's, or itself for 64CCC trunks.

5. TRUNK GROUPS

5.1 The following trunk groups shall be used to exchange various types of traffic between CLEC and **SBC-13STATE**.

5.2 Local & IntraLATA Interconnection Trunk Group(s) in Each Local Exchange Area: **SBC SOUTHWEST REGION 5-STATE**.

5.2.1 A two-way local trunk group shall be established between CLEC switch and each **SBC SOUTHWEST REGION 5-STATE** local Tandem in the local exchange area. Inter-Tandem switching is not provided.

5.2.2 A two-way local/IntraLATA trunk group shall be established between CLEC switch and each **SBC SOUTHWEST REGION 5-STATE** local/IntraLATA Tandem in the local exchange area. Inter-Tandem switching is not provided.

5.2.3 **SBC SOUTHWEST REGION 5-STATE** reserves the right to initiate a one-way IntraLATA trunk group to CLEC in order to provide Tandem relief when a community of interest is outside the local exchange area in which the CLEC is Interconnected.

5.2.4 Where traffic from CLEC switch to **SBC SOUTHWEST REGION 5-STATE** End Office is sufficient, 24 or more trunks, a local or local/IntraLATA trunk group shall also be established to the **SBC SOUTHWEST REGION 5-STATE** End Office as described in Sections 4.4 and 4.5.

5.2.5 A local or local/IntraLATA trunk group shall be established from CLEC switch to each **SBC SOUTHWEST REGION 5-STATE** End Office in a local exchange area that has no local Tandem.

5.2.6 Each Party shall deliver to the other Party over the Local Trunk Group(s) only such traffic that originates and terminates in the local exchange area.

5.2.7 When **SBC SOUTHWEST REGION 5-STATE** has a separate local Tandem and Access Tandem in the local exchange area, a two-way IntraLATA toll trunk group shall be established to the **SBC SOUTHWEST REGION 5-STATE** Access Tandem, in addition a two-way local trunk group shall be established from the CLEC switch to the **SBC SOUTHWEST REGION 5-STATE** local Tandem(s).

5.2.8 When **SBC SOUTHWEST REGION 5-STATE** has a combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a two-way local/IntraLATA trunk group.

5.2.9 When **SBC SOUTHWEST REGION 5-STATE** has more than one combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a two-way local/IntraLATA trunk group to each **SBC SOUTHWEST REGION 5-STATE** Tandem.

5.3 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA: **SBC MIDWEST REGION 5-STATE**, **SBC SNET**, **SBC CALIFORNIA**, and **SBC NEVADA**

5.3.1 Tandem Trunking - Single Tandem LATAs

5.3.1.1 Where **SBC CALIFORNIA, SBC NEVADA**, or **SBC MIDWEST REGION 5-STATE** has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk group for calls destined to or from all End Offices that subtend the Tandem. This trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling.

5.3.2 Tandem Trunking – Multiple Tandem LATAs

5.3.2.1 Where **SBC CALIFORNIA**, **SBC NEVADA**, **SBC SNET** or **SBC MIDWEST REGION 5-STATE** has more than one Access Tandem and/or local/IntraLATA Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every **SBC CALIFORNIA**, **SBC NEVADA, SBC SNET** or **SBC MIDWEST REGION 5-STATE** Tandem for calls destined to or from all End Offices that subtend each Tandem. These trunk groups shall be two-way and will utilize Signaling System 7 (SS7) signaling.

5.3.3 Direct End Office Trunking

5.3.3.1 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups for the exchange of IntraLATA Toll and Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 4.4 and 4.5.

5.4 Meet Point Trunk Group: **SBC-13STATE**

5.4.1 IXC traffic shall be transported between CLEC switch and the **SBC-13STATE** Access or combined local/Access Tandem over a Meet Point Trunk Group separate from local and IntraLATA toll traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and inter exchange carriers via a **SBC-13STATE** Access Tandem.

5.4.2 Meet Point Trunk Groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol. CLEC is financially responsible for the transport facility cost as described in Appendix NIM section 2.6.

5.4.3 When **SBC-13STATE** has more than one Access Tandem in a local exchange area or LATA, CLEC shall establish a Meet Point Trunk Group to each **SBC-13STATE** Access Tandem where the CLEC has homed its NXX code(s). If the Access Tandems are in two different states, CLEC shall establish a Meet Point Trunk Group with one Access Tandem in each state.

5.4.4 In **SBC-13STATE** where there is more than one Access Tandem in a LATA, and the CLEC had previously established a Meet Point Trunk Group to a **SBC-13STATE** Access Tandem, or a constrained Access Tandem condition exist, the Parties agree to develop a mutually acceptable plan to establish a Meet Point Trunk Group to each **SBC-13STATE** Access Tandem where the CLEC has homed its NXX code(s).

5.4.5 FOR **SBC CALIFORNIA** ONLY: CLEC will home new codes serving a particular community on the Tandem serving that community, as defined in SCHEDULE CAL.P.U.C. NO. I75—T, Section 6.7.3, Tandem Access Sectorization (TAS). CLEC is not required, however, to home codes by the sector designations. CLEC also agrees to locate at least one Local Routing Number (LRN) per home Tandem if CLEC ports any telephone numbers to its network from a community currently homing on that Tandem.

5.4.6 **SBC-13STATE**: For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code's geographic area.

5.4.7 **SBC-13STATE** will not block switched access customer traffic delivered to any **SBC-13STATE** Tandem for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any **SBC-13STATE** Access Tandem that CLEC switch subtends in each LATA. In no event will **SBC-13STATE** be required to route such traffic through more than one Tandem for connection to/from switched access customers. **SBC-13STATE** shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer.

5.4.8 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, **SBC-13STATE** will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.5 800/(8YY) Traffic: **SBC-13STATE**

5.5.1 If CLEC chooses **SBC-13STATE** to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the InterLATA meet point trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **SBC-13STATE** Tandem switch.

5.5.2 All originating Toll Free Service (800/8YY) calls for which CLEC requests that **SBC-13STATE** perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be

delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

5.5.3 CLEC may handle its own 800/8YY database queries from its switch. If so, CLEC will determine the nature (local/intraLATA/interLATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to **SBC-13STATE** over the local or intra-LATA trunk group. In such case, the CLEC is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, CLEC will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to **SBC-13STATE**'s Access Tandem. Calls will be routed to **SBC-13STATE** over the local/IntraLATA and inter-LATA trunk groups within the LATA in which the calls originate.

5.5.4 All post-query Toll Free Service (800/8YY) calls for which CLEC performs the SSP function, if delivered to **SBC-13STATE**, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

5.6 E911 Trunk Group

5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which the CLEC offers exchange service. The CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. This trunk group shall be set up as a one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunks dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the **SBC-13STATE** E911 switch.

5.6.2 In **SBC SNET** only, CLEC will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires CLEC to establish three dedicated separate trunk groups for each Connecticut NPA, from its switch to each of the Connecticut E911 tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 tandem. A second trunk group using SS7 will go to the Secondary E911 tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 tandem and serve as a backup. These trunk groups shall be set up as a one-way outgoing only by CLEC. CLEC will have administrative control for the purpose of issuing ASRs.

5.6.3 CLEC will cooperate with **SBC-13STATE** to promptly test all 9-1-1 trunks and facilities between CLEC network and the **SBC-13STATE** 9-1-1 Tandem to assure proper functioning of 9-1-1 service. CLEC will not turn-up live traffic until successful testing is completed by both Parties.

5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: **SBC-12STATE**

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection trunk groups. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

5.7.2 This group shall be sized as follows:

Number of Access Lines Served	***Number of Mass Calling Trunks***
0 – 10,000	*2*
10,001 – 20,000	*3*
20,001 – 30,000	*4*
30,001 – 40,000	*5*
40,001 – 50,000	*6*
50,001 – 60,000	*7*
60,001 – 75,000	*8*
75,000 +	*9 maximum*

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify **SBC-12STATE** at least 60 days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the **SBC-12STATE** HVCI/Mass Calling Serving Office to the CLEC customer's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, the CLEC may request a meeting to coordinate with **SBC-12STATE** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify **SBC-12STATE** a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. **SBC-12STATE** will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the **SBC-12STATE** Public Response HVCI/Mass Calling Network Access Tandem to the CLEC's choke serving office.

5.7.5 In **SBC SNET**, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize "call gapping" as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume customers or in situations such as those described in Section 36 Network Maintenance and Management of the General Terms and Conditions.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 If **SBC-13STATE** agrees to provide Inward Assistance Operator Services for the CLEC, please see section 4.1 of Appendix INW for the trunking requirements to provide this service.

5.8.2 If **SBC-13STATE** agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CLEC the following trunk groups are required:

5.8.2.1 Directory Assistance (DA):

5.8.2.1.1 CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate **SBC-13STATE** OPERATOR SERVICES Tandem in the LATA for the NPA the CLEC wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC):

5.8.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each **SBC-13STATE** OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. his trunk group is set up as one-way outgoing only and utilizes Modified

Operator Services Signaling (2 Digit ANI). The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI):

5.8.2.3.1 When **SBC-13STATE**'s operator is under contract to verify the busy status of the CLEC End Users, **SBC-13STATE** will utilize a segregated one-way with MF signaling trunk group from **SBC-13STATE**'s Operator Services Tandem to CLEC switch. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-):

5.8.2.4.1 This service requires a one-way trunk group from CLEC switch to **SBC-13STATE**'s OPERATOR SERVICES Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling:

5.8.2.5.1 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the OPERATOR SERVICES switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS QUESTIONAIRE

5.8.2.6.1 If CLEC chooses **SBC-13STATE** to provide either OS and/or DA, then CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. FORECASTING RESPONSIBILITIES: SBC-13STATE

6.1 CLEC agrees to provide an initial forecast for establishing the initial Interconnection facilities. **SBC-13STATE** shall review this forecast and if it has any additional information that will change the forecast shall provide this information to CLEC. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the **SBC-13STATE** General Trunk Forecast. This forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum.

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem Local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current plus 2 future) years; and

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders

greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.

6.3 CLEC shall be responsible for forecasting two-way trunk groups. **SBC-13STATE** shall be responsible for forecasting and servicing the one way trunk groups terminating to the CLEC and the CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to **SBC-13STATE**, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

6.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.

6.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7. TRUNK DESIGN BLOCKING CRITERIA: SBC-13STATE

7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	2%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

8. TRUNK SERVICING: SBC-13STATE

8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. In **SBC MIDWEST REGION 5-STATE** and **SBC SNET** where one-way trunks are used (as discussed in section 3.4), **SBC MIDWEST REGION 5-STATE** and **SBC SNET** will issue ASRs for trunk groups for traffic that originates in **SBC-13STATE** and terminates to CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other party.

8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report

STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.

8.3.1 In A Blocking Situation (Over-utilization)

8.3.1.1 In a blocking situation the CLEC is responsible for issuing an ASR on all two-way trunk groups and one-way CLEC originating trunk groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, **SBC-13STATE** will issue a TSGR. The CLEC will issue an ASR within three (3) days after receipt and review of the TGSR. The CLEC will note "Service Affecting" On the ASR.

8.3.1.2 In a blocking situation **SBC-13STATE** is responsible for issuing an ASR on one-way SBC originating trunk groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, the CLEC will issue a TSGR. **SBC 13-STATE** will issue an ASR within three (3) days after receipt and review of the TGSR. **SBC-13 STATE** will note "Service Affecting" on the ASR.

8.3.1.3 If an Alternate Final trunk group is at 75 % utilization, a TGSR is sent to the CLEC for the final and all subtending High Usage's that are contributing any amount of overflow to the Final route.

8.3.2 Underutilization:

8.3.2.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.3.2.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

8.3.2.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days for **SBC CALIFORNIA/SBC NEVADA** and 10 business days for **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, and **SBC SNET** after receipt of the TGSR.

8.3.2.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty(20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

8.3.2.1.4 If **SBC-13STATE** does not receive an ASR, or if the CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **SBC-13STATE** will attempt to contact the CLEC to schedule a joint planning discussion. If the CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, **SBC-13STATE** will issue an ASR to resize the Interconnection trunks and facilities.

8.4 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party within twenty (20) business days for **SBC CALIFORNIA/SBC NEVADA** and (10) business days for **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, and **SBC SNET** after receipt of the TGSR.

8.4.1 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

8.5 Projects require the coordination and execution of multiple orders or related activities between and among **SBC-13STATE** and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

8.5.1 Orders that comprise a project, i.e., greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

8.6 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be based on each of the **SBC-13STATE**'s intrastate Switched Access intervals. If CLEC is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the CLEC will provide a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If the CLEC requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by the CLEC. Should the CLEC fail to cancel such an ASR, **SBC-13STATE** shall treat that ASR as though it had been canceled.

8.7 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of the CLEC.

8.8 TRUNK SERVICING – **SBC SOUTHWEST REGION 5-STATE** Exceptions:

8.8.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project, as stated in 8.6. Incoming orders will be screened by SBC SOUTHWEST REGION T-STATE trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimally delay order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

8.9 Projects-Tandem Rehomes/Switch Conversion/Major Network Projects

8.9.1 **SBC-13STATE** will advise CLEC of all projects significantly affecting CLEC trunking. Such Projects may include, Tandem Rehomes, Switch Conversions and other Major Network Changes. An Accessible Letter with project details will be issued at least 6 months prior to the project due dates. **SBC-13 STATE** will follow with a Trunk Group Service Request (TGSR) approximately 4 to 6 months before the due date of the project. A separate TGSRs will be issued for each CLEC trunk group and will specify the required CLEC ASR issue date. Failure to submit ASR(s) by the required date may result in **SBC-13STATE** ceasing to deliver traffic until the ASR(s) are received and processed.

9. TRUNK DATA EXCHANGE: SBC-13STATE

9.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file

transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis). These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

9.3 A trunk group utilization report (TIKI) is available upon request. The report is provided in a MS-Excel format.

10. NETWORK MANAGEMENT: SBC-13STATE

10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and **SBC-13STATE** will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

10.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

10.3 Mass Calling

10.3.1 CLEC and **SBC-13STATE** shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks, no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX INW

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APPENDIX INW
(Inward Assistance Operator Services)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services for switched-based CLEC's or CLEC's leasing unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICES

2.1 Where technically feasible and/or available, **SBC-13STATE** Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.

2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.

2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

3. DEFINITIONS

3.1 **"General Assistance**" - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.

3.2 **"Busy Line Verification"** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.

3.3 **"Busy Line Verification/ Interrupt" -** A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

3.4 "**Toll Center Code"** - Refers to a three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain Inward Assistance.

3.5 **"Operator Service Code"** - Refers to the operator dialable code assigned in the LERG for Inward Assistance.

4. RESPONSIBILITIES OF THE PARTIES

4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:

4.1.1 It is the responsibility of the CLEC to order the necessary facilities to interconnect with **SBC-13STATE**'s Operator assistance switch(es). It is the responsibility of **SBC-13STATE** to provide the necessary facilities to the CLEC's point of presence in the local exchange area/LATA to interconnect with the CLEC's Operator assistance switches.

4.1.2 The CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the **SBC-13STATE** Operator assistance switch utilizing MF signaling. Likewise, **SBC-13STATE** will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to the CLEC's designated Operator assistance switch.

4.2 CLEC will furnish request for service in writing to **SBC-13STATE**, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by **SBC-13STATE**. CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to **SBC-13STATE** to establish any new interconnection trunking arrangements.

4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

5. TOLL CENTER CODES

5.1 Toll Center Codes will be used by the CLEC Operators for routing and connecting to the **SBC-13STATE** Operator assistance switches. These codes are specific to the various **SBC-13STATE** LATA's where **SBC-13STATE** Operator assistance switches are located.

5.2 **SBC-13STATE** Operator Services will require a Toll Center Code for the CLEC Operator Services assistance switch. This code will be the routing code used for connecting the **SBC-13STATE** Operator to the CLEC Operator on an Inward basis.

5.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

6.1 **SBC-12STATE** - Pricing for Inward Assistance Operator Services shall be based on the rates specified in the applicable Appendix Pricing (Operator work seconds) and/or the applicable Commissioned ordered tariff where stated.

7. MONTHLY BILLING

7.1 **SBC-13STATE** will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to **SBC-13STATE** and remittance in full will be due within thirty (30) days of receipt.

8. LIABILITY

8.1 The CLEC agrees to defend and hold harmless **SBC-13STATE** from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's End Users. The CLEC shall defend against all end user claims just as if the carrier operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both **SBC-13STATE** and carrier.

8.2 The CLEC also agrees to release, defend and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

9. TERMS OF APPENDIX

9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.

9.2 If the CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay **SBC-13STATE**, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by **SBC-13STATE** pursuant to this Appendix prior to its termination.

9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

10.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX INW

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

CITY	NPA-NXX	LATA

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

APPENDIX
ALTERNATE BILLED SERVICE
"ABS"

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BILLING AND SETTLEMENT APPENDIX FOR UNBUNDLED NETWORK ELEMENT PLATFORM ("UNE-P") ALTERNATE BILLED SERVICES TRAFFIC

This Appendix, Alternate Billed Services, sets forth the terms and conditions for Alternate Billed Services Billing and Settlement for Unbundled Network Element Platform ("UNE-P") Alternate Billed Services Traffic.

1.0 DEFINITIONS

1.1 **"Adjustments"** means either (1) any dollar amounts that are credited to CLEC's End-User Customer as defined in Section 9, or (2) any charges or credits to the CLEC's Account for amounts declared as Unbillable and/or Uncollectible, as defined herein.

1.2 **"Alternate Billed Services" (ABS)** means a service that allows end-users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

1.3 **"End User"** means a third-party residence or business that subscribes to Telecommunications Services provided at retail by the CLEC. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

1.4 The term ILEC in this Appendix references the SBC-owned ILECs doing business the regions more particularly described below:

1.4.1 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.4.2 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.4.4 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.4.5 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.4.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.5 "**Messages"** means the call detail information provided via the DUF (See Section 3.0).

1.6 **"Pre-paid Service"** means a program offered by **SBC-13STATE**'s Public Communications affiliate that will allow CLEC's End Users to receive collect calls that originate from inmate facilities served by **SBC-**

13STATE's Public Communications affiliate when Selective Blocking has been imposed. Prepay Service allows the End Users to receive such calls by paying a pre-determined amount into a facility-specific account from which payment for future collect calls from that facility are deducted. Prepaid calls are billed at the same rate as collect calls. When the prepaid account is exhausted, calls are prevented from completing until additional amounts are deposited in the account. Any unused portion of a prepaid account is refunded upon request.

1.7 **"Rejects"** means Messages that fail to pass edits in the CLEC's billing system, including Messages that do not pass due to: (1) the age of the call; (2) missing information; (3) incomplete information, or (4) Automatic Number Identification "ANIs" that do not belong to the CLEC at the time the calls was made. Rejects are considered "Unbillable" as defined herein.

1.8 **"Selective Blocking"** means a blocking functionality which selectively blocks calls that originate from certain inmate facilities that are served by **SBC-13STATE**'s Public Communications affiliate and that are billable to CLEC's UNE-P End-Users (that is certain inmate – originated collect calls terminating to CLEC's unbundled switch-port). Traffic originating from these inmate facilities will not complete to UNE-P End-Users, unless such End-Users have set up a pre-paid account, as described herein. **SBC-13STATE** will identify CLEC's OCNs and provide programming necessary to restrict inmate originated collect calls, which terminate to **SBC-13STATE** unbundled local switch ports.

1.9 **"Rated ABS Message"** means an ABS message originating from **SBC-13STATE** that is rated and listed on the DUF.

1.10 **"Toll Billing Exception"** (**TBE**) means a blocking functionality which uses pre-existing Line Information Database "LIDB" that is currently available under the Interconnection Agreement to block CLEC's retail lines. CLEC orders TBE blocking via the service order process.

1.11 **"Unbillable"** means the rated value of an ABS Message that is not billable to CLEC's End-User because of missing information in the billing record or other billing error (not the result of an error by CLEC) that is returned to **SBC-13STATE** by means of the DUF.

1.12 **"Uncollectible"** means: an ABS Message for which charges are billed by CLEC to CLEC's end-user's telephone number and cannot be collected by CLEC from its End-User, despite CLEC's collection efforts.

2.0 RESPONSIBILITY FOR INCOLLECT CALLS

2.1 CLEC may select one of the three options set forth below, by placing its initials in the space provided:

2.2 **Option 1: CLEC Blocking of ABS Traffic**

CLEC is not responsible for charges for ABS traffic that is originated on **SBC-13STATE'**s network; provided, however, that CLEC must request full Toll Billing Exception (TBE) Blocking for all of its UNE-P End Users. In addition, **SBC-13STATE** will selectively block calls which originate from certain inmate facilities that are served by **SBC-13STATE**'s Public Communications unit that are billable to CLEC's UNE-P End-Users. Traffic originating from these inmate facilities will not complete to CLEC's UNE-P End-Users, unless such End-Users have set up a pre-paid service. **SBC-13STATE** will identify CLEC's OCNs and provide the programming necessary to restrict inmate originated collect calls, which terminate to **SBC-13STATE** unbundled local switch ports. CLEC will be responsible for one hundred percent (100%) and all applicable charges as discussed herein of any and all ABS charges passed through **SBC-13STATE** by a Third Party LEC to CLEC that are included in a DUF transmission.

2.2.1 CLEC shall block its End-User Customer access to ABS messages by requesting full Toll Billing Exception (TBE) blocking when it submits its order for ULS.

2.2.2 CLEC shall be responsible for paying all Charges arising out of CLEC's failure to order blocking for UNE-P lines and as such ABS calls will not be adjusted. If the CLEC fails to place TBE on the line **SBC-13STATE** will charge the CLEC a fee of one hundred and fifty dollars ($150) per day for each CLEC UNE-P End-User that did not have TBE implemented.

2.2.3 Settlement with CLEC

2.2.3.1 The amount due **SBC-13STATE** shall be the total of all billable charges, plus appropriate taxes submitted to CLEC, less:

a. Amounts declared Unbillable or Rejects as provided in Section 8.0 of the Appendix;

b. Late Payment Charges previously assessed for Unbillables.

2.2.3.2 Upon termination of this Appendix for any reason, all sums due to **SBC-13STATE** hereunder shall be immediately due and payable.

2.2.4 Unbillables / Rejects

2.2.4.1 CLEC may submit Unbillable and/or Reject claims to **SBC-13STATE** as provided in Section 7.0.

2.3 **Option 2: CLEC Responsible for ABS Traffic**

CLEC is responsible for payment of all charges for ABS Traffic excluding Unbillables and Rejects, as provided in Section 8, and agrees to comply with the remaining terms and conditions in this Appendix. CLEC may submit up to a maximum of thirty-five percent (35%) of **SBC-13STATE'**s rated ABS messages and applicable taxes delivered via the DUF to **SBC-13STATE** as an Uncollectible, for a given bill period. CLEC will be responsible for one hundred percent (100%) of any ABS charges and applicable taxes passed through **SBC-13STATE** by a Third Party LEC that is included in a DUF transmission. **SBC-13STATE** will credit CLEC a Billing and Collection Service (B&CS) fee of $0.05 per billed message for billing its End Users according to the ABS messages transmitted via the DUF for ABS calls originated on SBC-13STATE's network.

2.3.1 At the CLEC's option, **SBC-13STATE** will selectively block calls, which originate from inmate facilities that are served by **SBC-13STATE**'s Public Communications unit that are billable to CLEC's End-Users. Once the CLEC requests Selective Blocking, **SBC-13STATE** will identify CLEC's OCNs and provide the programming necessary to restrict inmate originated collect calls, which terminate to **SBC-13STATE** unbundled local switch ports.

2.3.2 Settlement with CLEC:

2.3.2.1 The amount due each billing cycle to **SBC-13STATE** from CLECs who select Option 2, shall be the total of all billable charges, plus appropriate taxes submitted to CLEC less:

a. All charges due CLEC under Option 2 of this Appendix minus the credit to CLEC of a Billing and Collection Service (B&CS) fee of $0.05 per billed message for billing its End Users according to the ABS messages transmitted via the DUF for ABS calls originated on **SBC-13STATE's** network.

b. Amounts declared Unbillable or Rejects as provided in Section 8.0 of the Appendix;

c. Late Payment Charges previously assessed to Uncollectibles and/or Unbillables.

2.3.2.2 Under Option 2, **SBC-13STATE** will conduct a running average review, semi-annually, of the CLEC recoursed Uncollectibles to determine whether the 35% cap has been achieved by the CLEC. **SBC-13STATE** will adjust the CLEC's account accordingly as a result of the running average review for amounts declared Uncollectible. **SBC-13STATE** will work with CLEC to establish running average amount for the first six months after execution of this Appendix.

2.3.2.3 Upon termination of this Appendix for any reason, all sums due to **SBC-13STATE** hereunder shall be immediately due and payable.

2.3.3 Uncollectibles

2.3.3.1 **SBC-13STATE** may adjust CLEC's ABS charges for timely and properly returned Uncollectibles, as defined herein. If CLEC has not billed its End-User for ABS charges or has not made collection efforts, a message is not an Uncollectible and CLEC may not return

the rated message to **SBC-13STATE** for adjustment. Prior to CLEC appealing for an adjustment for an Uncollectible, CLEC will make good faith efforts to collect said amounts from its End-User. This excludes adjustments for Unbillables and Rejects, as defined herein.

2.3.3.2 CLEC may submit Uncollectibles to **SBC-13STATE** no earlier than 30 days, but no later than 180 days, from the date that the message was originally sent to CLEC by means of the DUF.

2.3.3.3 CLEC must return Uncollectibles to **SBC-13STATE** by means of the DUF, using the appropriate EMI Guidelines to receive adjustment.

2.3.3.4 CLEC shall implement Toll Billing Exception (TBE) for any End-User customer that is 60 days in arrears for any ABS calls. CLEC shall implement such TBE within 5-business days of recoursing an Uncollectible to **SBC-13STATE** for adjustment. **SBC-13STATE** reserves the right to return Uncollectibles to CLEC if TBE was not placed on the End-User customer access line that is in arrears.

2.3.3.5 If the CLEC fails to place TBE on the line **SBC-13STATE** will charge the CLEC a fee of one hundred and fifty dollars ($150) per day for each CLEC UNE-P End-User that did not have TBE implemented.

2.3.3.6 In the event that the CLEC wishes to remove TBE from an End User's line, CLEC must present full payment of any previous Uncollectibles on that End User's line to **SBC-13STATE** prior to **SBC-13STATE** removing TBE on the End User's line.

2.4 **Option 3: CLEC Purchase of ABS Accounts Receivable**

CLEC is responsible for payment of all charges for ABS Traffic, and will remit payment for all charges, excluding Unbillables and Rejects, as provided in Section 8. At the sole discretion of the CLEC, it may bill its End-User for ABS calls transmitted via the Daily Usage File (DUF). CLEC shall receive an Accounts Receivable Discount, which requires that the CLEC shall purchase seventy percent (70%) of the total amount of **SBC-13STATE**'s originated rated ABS messages and applicable taxes, and 100% of any ABS charges passed through **SBC-13STATE** by Third Party LECs that are included in a DUF transmission, as provided in Section 3.

2.4.1 At the CLEC's option, **SBC-13STATE** will selectively block calls, which originate from inmate facilities that are served by **SBC-13STATE**'s Public Communications unit that are billable to CLEC's End-Users. Once the CLEC requests Selective Blocking, **SBC-13STATE** will identify CLEC's OCNs and provide the programming necessary to restrict inmate originated collect calls, which terminate to **SBC-13STATE** unbundled local switch ports.

2.4.2 Settlement with CLEC

2.4.2.1 The amount due **SBC-13STATE** shall be the total of all billable charges, plus appropriate taxes submitted to CLEC, less:

a. The Accounts Receivable Discount, as defined within Option 3 above, will be credited one month in arrears to Requesting Carrier's account;

b. Amounts declared Unbillable or Rejects as provided in Section 8.0 of the Appendix;

c. Late Payment Charges previously assessed for Unbillables.

2.4.2.2 Upon termination of this Appendix for any reason, all sums due to **SBC-13STATE** hereunder shall be immediately due and payable.

2.4.3 Billing Services

2.4.3.1 **SBC-13STATE** will provide CLEC with formatted records via the DUF for **SBC-13STATE**s' and Third Party LECs' rated messages for ABS calls in accordance with each Provider's requested rate. If CLEC elects to render bills to CLEC's Customers; it must do so in accordance with standard billing processes. If CLEC elects to bill its End-Users for ABS calls, it shall bill all calls within thirty (30) days of receiving the DUF.

2.4.3.2 CLEC must comply with all federal and state requirements applicable to the provision of the Billing Services if it elects to bill its End-Users for ABS calls.

3.0 DAILY USAGE EXTRACT FILE: Applies to all Options

3.1 Daily Usage Extract is a process whereby CLEC can receive usage sensitive records (Daily Usage Extract file, "DUF") in the industry standard format, currently Exchange Message Interface (EMI). The EMI format is established by the Ordering and Billing Forum (OBF), an industry body, sponsored by the Alliance for Telecommunications Solutions (ATIS), that is charged with creating voluntary guidelines for the exchange of information among Telecommunications Carriers. Although **SBC-13STATE** follows the OBF guidelines in respect to packaging and transmitting messages, regional differences may exist which are documented in the Daily Usage Extract user guide, available on **SBC-13STATE**'s CLEC web site.

3.2 In addition to any other records required to be transmitted in the DUF under the CLEC's Interconnection Agreement **SBC-13STATE** shall transmit **SBC-13STATE**'s and Third Party LECs' rated messages for ABS calls to CLEC on the DUF. The **SBC-13STATE** originated messages will be rated by **SBC-13STATE** and provided on the DUF. Third Party LEC's messages will be transmitted to CLEC as passed to **SBC-13STATE** from the Third Party LEC. Any disputes that the CLEC has with the Third Party LEC rates must be addressed directly by the CLEC with the Third Party LEC.

3.3 CLEC and **SBC-13STATE** have stipulated that a per message charge for **SBC-13STATE**'s transmission of ABS messages via the DUF to CLEC is applicable and **SBC-13STATE** will bill CLEC for the transmission Charge as outlined in the state specific Interconnection Agreement.

3.4 Notwithstanding the foregoing, CLEC shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by **SBC-13STATE** to CLEC within six (6) months of the date such usage was incurred.

3.5 CLEC shall notify **SBC-13STATE**'s Information Systems "IS" Call Center within twenty-four (24) hours if a problem occurs with transmission of the Daily Usage Extract file.

4.0 BILLING AND COLLECTION SERVICES (B&CS): Applies to Options 1 &2 Only

4.1 Billing Services

4.1.1 CLEC will provide Billing and Collection Services (B&CS) to **SBC-13STATE** for the ABS calls described in this Appendix and for additional Alternate Billing Services that may be developed during the term of this Appendix.

4.1.2 **SBC-13STATE** will provide CLEC with formatted records via the DUF for **SBC-13STATE**s' and Third Party LECs' rated messages for ABS calls in accordance with each Provider's requested rate. CLEC will render bills to CLEC's Customers in accordance with standard billing processes. CLEC must bill for all ABS calls contained on the formatted DUF records. CLEC shall bill all calls within thirty (30) days of receiving the applicable DUF.

4.1.3 CLEC must comply with all federal and state requirements applicable to the provision of the Billing Services.

4.2 Collection Services

These Collection Services consist of:

- Collecting payments remitted by CLEC's End-User Customers for Alternate Billing Services calls;
- Adjusting End User's bills as set forth in Section 7.0 of this Appendix;
- Responding to Customer complaints, inquiries and disputes;
- Remitting net proceeds to **SBC-13STATE**;
- Undertaking preliminary collection activity for delinquent accounts which may include but is not limited to referring account to outside collection agency, applying Selective or TBE blocking, or payment plan.

5.0 CHANGES TO PROVIDER'S SERVICES AND RATES

5.1 At its option, the CLEC may pass through discretionary charge(s) their End-User's, as a mechanism for cost recovery, when choosing to bill its End-User Customer.

6.0 CUSTOMER COMPLAINTS AND INQUIRIES

6.1 CLEC is responsible for facilitating all End User complaints, inquiries and disputes associated with ABS calls. **SBC-13STATE** will work cooperatively with CLEC to address the CLEC's End User's concerns.

7.0 ADJUSTMENTS TO CLEC'S END-USER'S ACCOUNT

7.1 The CLEC has the option to remove a disputed Uncollectible charge from their End User's account no earlier than thirty (30) days from the date that the message was originally sent to CLEC by means of the DUF.

8.0 UNBILLABLES / REJECTS

8.1 **SBC-13STATE** may adjust CLEC's ABS charges for timely and properly returned Unbillables and Rejects as defined herein.

8.2 CLEC may submit Unbillable and/or Reject claims to **SBC-13STATE** no later than 60 days from the date the message was originally sent to CLEC through the DUF.

8.3 CLEC must return Unbillable and/or Reject claims to **SBC-13STATE** by means of the DUF, using the appropriate EMI Guidelines.

8.4 Upon receipt of returned Unbillable and/or Reject, **SBC-13STATE** will first attempt to correct the message and re-send it to CLEC for End-User billing. If the record cannot be corrected, **SBC-13STATE** will process appropriate credits to CLEC's account.

8.5 In the rare event that duplicate records are received by the CLEC, a separate adjustment procedure will be necessary. A CLEC may notify **SBC-13STATE** of duplicate records by submitting an e-mail message to pccdispute@**SBC**.com.

9.0 TAXES

9.1 Taxes Imposed on Services Performed by Reseller. CLEC shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties, imposed on CLEC's performance of Billing Services and Collection Services under this Appendix.

9.2 Taxes on Alternate Billed Services CLEC shall be responsible for applying taxes as determined by Provider for all ABS messages billed hereunder as specified in Exhibit E. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying **SBC-13STATE** of those taxes. **SBC-13STATE** shall notify CLEC of this information and pursuant to this Appendix CLEC shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to **SBC-13STATE**. CLEC shall identify the amount of taxes and type of taxes, by Provider. **SBC-13STATE** shall then remit such collected taxes to the Provider.

10.0 BLOCKING

10.1 CLEC shall comply with all federal and state requirements to block End User access to ABS calls upon End User's request. CLEC shall also block End User access to ABS calls upon **SBC-13STATE**'s request, as set forth in the Guidelines in this Appendix.

10.2 CLEC shall agree to cooperate with **SBC-13STATE** to investigate, minimize, and take corrective action in cases of fraud. CLEC shall also block its End-User access to ABS calls upon **SBC-13STATE**'s request in the case of fraud.

10.3 In connection with the selective blocking and TBE option, **SBC-13STATE** is unable to guarantee that its methodology will block 100% of the collect/third party calls. CLEC is responsible for any ABS charges that may occur due to CLEC's End User's acceptance of Collect/Third Party calls.

10.4 Not all facilities have the necessary equipment or capacity to implement Selective Blocking. For Facilities not capable or without capacity to implement Selective Blocking, Toll Billing Exception (TBE) is an available alternative for the CLEC.

10.5 CLEC will not be charged for Selective Blocking for the remainder of 2002. **SBC-13STATE** will provide CLEC with 60-day notice from when recurring charges will commence, allowing it to remove Selective Blocking accordingly. The parties will negotiate the Selective Blocking rate. If the parties are unable to reach Appendix on the Selective Blocking Rate they will initiate the Dispute Resolution Process contained in the Underlying Interconnection Agreement.

10.6 **SBC-13STATE** reserves the right to withdraw the Selective Blocking Option at any time, with 30 days' notice.

10.7 Certain calling patterns by CLEC's End-Users accepting ABS calls may trigger fraud alerts that may require Toll Billing Exception (TBE) in place of or in addition to Selective Blocking.

11.0 AUDIT RIGHTS

11.1 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 Appendix **("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 Appendix 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 Appendix 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.

11.2 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

11.3 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure Agreement in a form agreed upon by the Parties.

11.4 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 Appendix 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.

11.5 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Appendix for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

11.6 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 amounts 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, for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

11.7 Except as may be otherwise provided in this Appendix, 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.

11.8 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 3.3. Any additional audit shall be at the requesting Party's expense.

12.0 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of Agreement; amendments and modifications; and entire Agreement.

APPENDIX MESSAGE EXCHANGE

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MESSAGE EXCHANGE AND SETTLEMENT OF RATED MESSAGE DETAIL AND/OR THE SETTLEMENT OF MESSAGE REVENUE FOR RESALE AND UNBUNDLED SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for the exchange record detail and settlement of revenues for call detail messages provided to CLEC as a result of the CLEC's purchase of Resale Services or appropriate Unbundled Network Elements from an SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.4 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.5 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.6 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.7 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.8 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. DEFINITIONS:

2.1 **"555"** is an **SBC MIDWEST REGION 5-STATE** service by which Providers offer information services for a fee to a CLEC End-User who dials a number using the "555" prefix.

2.2 **"900"** is a **SBC CALIFORNIA** and **SBC NEVADA** service by which Providers offer audio services for a fee to a CLEC End-User who dials a number using the "900" prefix.

2.3 **"976"** is an **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA** service by which Providers offer audio services for a fee to a CLEC End-User who dials a number using the "976" prefix.

2.4 **"Abbreviated Dialing"** is an **SBC MIDWEST REGION 5-STATE** service by which Providers offer information services for a fee to a CLEC End-User who dials a telephone number with less than seven digits.

2.5 **"Adjustments"** are dollar amounts that are credited to an End-User account. The primary reason for an adjustment is typically an End-User denying that the call was made from their telephone.

2.6 **"Ancillary Message Services"** available in **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA**, and **SBC NEVADA**. Included in **SBC MIDWEST REGION 5-STATE** offerings are Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services. **SBC CALIFORNIA** and **SBC NEVADA** provide 900/976.

2.7 **"Calling Party Pays Cellular"** or **"CPP Cellular"** is an **SBC MIDWEST REGION 5-STATE** service where an End-User placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.

2.8 **"Calling Party Pays Paging"** or **"CPP Paging"** is an **SBC MIDWEST REGION 5-STATE** service where an End-User placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.

2.9 **"CLEC CATS Messages"** means intraLATA Calling Card and third number billed messages billed to a CLEC End-User telephone where the LEC carrying the call is SBC CALIFORNIA or any other LEC, and the originating and billed telephone numbers are located in different Telcordia Client Company territories.

2.10 **"Provider"** is the entity that offers an **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA**, or **SBC NEVADA** Ancillary Message Service to an End-User.

2.11 **"Uncollectibles"** are amounts billed to CLEC's End-Users, which after standard intervals and application of standard collection procedures, are determined by CLEC to be impracticable of collection and are written off as bad debt on final accounts. Uncollectibles are recoursed back to the Provider.

2.12 "**CLEC Non-CATS Messages** are IntraLATA collect, calling card, or third number-billed messages where the charges are billed to the CLEC's End-User and the originating Party is an End-User of SBC or that of another LEC and both End-Users are located in the same Telcordia Client Company territory.

3. DESCRIPTION OF BILLING SERVICES

3.1 **SBC-13STATE** will receive LEC carried ABS messages being billed to CLEC End-User lines as detailed in the General Terms and Conditions of the Agreement to which this Appendix is attached. **SBC-13STATE** shall forward rated messages to CLEC on the Daily Usage File (DUF).

3.2 **SBC CALIFORNIA** and **SBC NEVADA** shall provide revenue settlement for all messages supplied to CLEC on DUF; provided, however, that revenue settlement for CLEC Non-CATS Messages shall only be provided by **SBC CALIFORNIA** with those LECs with whom **SBC CALIFORNIA** has executed an Agreement covering the Settlement of Non-CATS Messages. SBC CALIFORNIA shall provide CLEC with a list of all such LECs upon request.

3.3 **SBC SOUTHWEST REGION 5-STATE**, **SNET**, and **SBC MIDWEST REGION 5-STATE** shall bill charges to the CLEC Resale or UNE port account to recover revenue that it has paid to another carrier for ABS messages billing to a CLEC Resale or UNE port End-User account.

3.4 As a part of provisioning local service for CLEC, **SBC-13STATE** will block End-User access to 900/976 numbers upon specific written request by CLEC for each separate End User line.

3.5 CLEC shall block End-User access to Ancillary Message Services upon **SBC-13STATE**'s written request.

3.6 If blocking is not requested, **SBC-13STATE** shall record all Ancillary Message Service calls transported by SBC that originate from a CLEC's End-User's telephone number. SBC shall provide the CLEC with formatted records for each Ancillary Message Service billable call in accordance with each Provider's requested rates. In the case where CLEC's switch generates call information, CLEC will provide **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA** or **SBC NEVADA** with call information for each call on a daily basis. **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA** or **SBC NEVADA** will rate the call with each Provider's requested rates and return a formatted record to the CLEC. CLEC shall confirm receipt of such formatted records within twenty-four (24) hours of receipt.

4. COLLECTION SERVICES

4.1 CLEC shall exercise good faith efforts to bill and collect all amounts due from its End-Users for messages distributed under this Appendix. CLEC warrants that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than CLEC uses for the billing of its own local Telecommunication Services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services.

4.2 All messages should be billed within 30 days of receipt. CLEC further agrees that the billing and collection process for messages distributed under this Appendix shall comply with all Applicable Laws.

5. CHANGES TO PROVIDER'S SERVICES AND RATES

5.1 CLEC acknowledges and understands that the amount which a Provider elects to charge those who place calls to an Ancillary Message Service is at Provider's sole discretion.

6. SETTLEMENT ARRANGEMENT AND PAYMENT—SBC CALIFORNIA AND SBC NEVADA

6.1 For messages billed to CLEC End-Users that **SBC CALIFORNIA** or **SBC NEVADA** forward to CLEC as set forth in Section 3 above, **SBC CALIFORNIA** or **SBC NEVADA** shall calculate the amount due based on the following formula:

Rated Value of 900/976 Messages (if applicable)
+ Rated Value of CLEC CATS and Non-CATS Messages
- Rejected/Unbillable/Uncollectible Messages
- CLEC Billing Charge
+ **SBC CALIFORNIA** or **SBC NEVADA** Settlement Charge

= Amount Due **SBC CALIFORNIA** or **SBC NEVADA**

6.1.1 As used in Subsection 6.1 above the following terms are defined as set forth below:

6.1.1.1 Rated Value of CLEC CATS Messages and Non-CATS Messages means the total computed charges for CLEC CATS and Non-CATS Messages based on the schedule of rates for the LEC which carried the call. Settlement of Non-CATS Messages is contingent on the conditions set forth in Section 3.2 hereof being satisfied.

6.1.1.2 Rejected Messages means the rated value of CLEC CATS Messages and Non-CATS Messages that failed to pass the edits within CLEC's system and were returned to **SBC CALIFORNIA** or **SBC NEVADA** via the daily feed within 10 days of originally being received from **SBC CALIFORNIA** or **SBC NEVADA**.

6.1.1.3 Unbillable Messages means the rated value of CLEC CATS Messages and Non-CATS Messages that were not billable to a CLEC End-User because of missing information in the billing record or other billing error, not the result of an error by CLEC, that are returned to **SBC CALIFORNIA** or **SBC NEVADA** via the daily feed within 30 days of originally being received from **SBC CALIFORNIA** or **SBC NEVADA.**

6.1.1.4 Uncollectible Messages means the rated value of CLEC CATS Messages and Non-CATS Messages billed by CLEC to subscribers that are unpaid, have been debited to final write-off by CLEC and have been returned to **SBC CALIFORNIA** or **SBC NEVADA** via the daily feed within 20 days of final write-off.

6.1.1.5 CLEC Billing Charge means the CLEC per message billing rate, as set forth in Appendix Pricing under CLEC Billing Rate, times the number of CLEC CATS and Non-CATS Messages forwarded by **SBC CALIFORNIA** or **SBC NEVADA** to CLEC.

6.1.1.6 **SBC CALIFORNIA** or **SBC NEVADA** Settlement Charge means the **SBC CALIFORNIA** or **SBC NEVADA** per message settlement charge, set forth in Appendix Pricing, times the number of CLEC CATS and Non-CATS Messages forwarded by **SBC CALIFORNIA** or **SBC NEVADA** to CLEC. Only CLEC CATS and Non-CATS Messages for which the Transporting LEC is other than **SBC CALIFORNIA** or **SBC NEVADA** shall be included in the calculation of the **SBC CALIFORNIA** or **SBC NEVADA** Settlement Charge.

6.2 Within 30 business days following the end of each calendar month, **SBC CALIFORNIA** or **SBC NEVADA** shall provide CLEC with:

6.2.1 The Non-CMDS Outcollects Report that calculates the Amount Due **SBC CALIFORNIA** or **SBC NEVADA** as set forth in Section 6.1 and

6.2.2 An Invoice setting forth the Amount Due **SBC CALIFORNIA** or **SBC NEVADA**.

6.3 The CLEC shall have 22 calendar days from receipt of the Invoice to pay the Amount Due ("Invoice Due Date"). Any payment received by **SBC CALIFORNIA** or **SBC NEVADA** after the Invoice Due Date shall be subject to a Late Payment Charge as detailed in Section 8.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

6.4 Disputes over any billed amount shall be handled as set forth in Section 10 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

6.5 That portion of the Amount Due **SBC CALIFORNIA** or **SBC NEVADA**, calculated as set forth in Section 6.1 attributable to LECs for which **SBC CALIFORNIA** or **SBC NEVADA** is the CMDS Host or LECs with whom **SBC CALIFORNIA** or **SBC NEVADA** has an Agreement covering the Settlement of Non-CATS messages shall be settled between **SBC CALIFORNIA** or **SBC NEVADA** and the LECs as set forth in the Appendix **SBC CALIFORNIA** or **SBC NEVADA** shall provide CLEC with an updated list in writing of all LECs with which **SBC CALIFORNIA** or **SBC NEVADA** has such Agreements.

6.6 To the extent, but only to the extent, necessary to accurately bill, record, report, and Invoice as required by this Appendix, the Parties grant each other a limited exception to the prohibitions set forth in Section 20 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7. SETTLEMENT ARRANGEMENT AND PAYMENT – SBC MIDWEST REGION 5-STATE

7.1 Ameritech shall pay for the Billing and Collection Services for Ancillary Message Services described herein at the rates set forth in Appendix Pricing as "Ancillary Billing Message Compensation."

7.2 The amount due to **SBC MIDWEST REGION 5-STATE** under this Appendix shall be the total of all billable charges submitted to CLEC under this Appendix, less:

7.2.1 All charges due CLEC under subsection 7.1;

7.2.2 Amounts declared Uncollectible as provided in subsection 7.5;

7.2.3 Adjustments as provided in subsection 7.4;

7.2.4 Taxes collected from CLEC End-Users.

7.3 CLEC shall provide **SBC MIDWEST REGION 5-STATE** with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and End-User taxes by taxing authority and

by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The monthly statement should be received by **SBC MIDWEST REGION 5-STATE** on or before the fifth Business Day of every month. Payment of the amount owed to **SBC MIDWEST REGION 5-STATE** by CLEC as calculated in Section 7.2 hereof is due and shall be paid to **SBC MIDWEST REGION 5-STATE** on or before thirty (30) calendar days from the date of the monthly statement. Past due amounts shall accrue late charges at the rate set forth in Section 8.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7.4 Adjustments

7.4.1 CLEC may remove a disputed charge from an End-User's account within sixty (60) calendar days from the date of the message; provided that notice of the adjustment is received by **SBC MIDWEST REGION 5-STATE** within sixty (60) calendar days from the date of the message.

7.5 Uncollectibles

7.5.1 CLEC may recourse to **SBC MIDWEST REGION 5-STATE** an actual uncollectible amount from an End-User's account, provided that notice of the recourse of the uncollectible amount is given by CLEC to **SBC MIDWEST REGION 5-STATE** within one hundred twenty (120) calendar days from the date of the message.

7.6 Taxes

7.6.1 Taxes Imposed on Services Performed or Provided by CLEC. CLEC shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties on all services performed or provided by CLEC.

7.6.2 Taxes on Ancillary Message Services. CLEC shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in the Guidelines. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying **SBC MIDWEST REGION 5-STATE** of those taxes. **SBC MIDWEST REGION 5-STATE** shall notify CLEC of this information and pursuant to this Agreement CLEC shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to **SBC MIDWEST REGION 5-STATE**. CLEC shall identify the amount of taxes and type of taxes, by Provider. **SBC MIDWEST REGION 5-STATE** shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.25 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection.

1.25.1 Trunking requirements associated with Interconnection are contained in Appendix ITR.

1.25.2 The terms and conditions associated with access to Unbundled Network Elements (UNEs) are not found in Appendix NIM, but are contained in Appendix UNE. **SBC SNET** Unbundled Network Elements are offered via the Connecticut Access Tariff.

1.10 **SBC-13STATE** shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which **SBC-13STATE** provides itself, a subsidiary, an affiliate, or any other party to which **SBC-13STATE** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

1.11 The Parties shall effect an Interconnection that is efficient, fair and equitable with each party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

2.1 **SBC-13STATE**'s network is partly comprised of End Office switches, Tandem switches that serve local only traffic (**SBC SOUTHWEST REGION 5-STATE**), Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. **SBC-13STATE**'s network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. Due to differing state regulatory calling scope requirements, **SBC SOUTHWEST REGION 5-STATE** requires Interconnection in each local exchange area, while **SBC SNET**, **SBC CALIFORNIA, SBC NEVADA** and **SBC MIDWEST REGION 5-STATE** require Interconnection at all Tandems in a LATA. CLEC and **SBC-13STATE** agree to Interconnect their networks through existing and/or new Interconnection facilities between CLEC switch(es) and **SBC-13STATE** End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and **SBC-13STATE**'s End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. In many cases, multiple POI(s) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each Tandem within an exchange area and/or LATA. Both parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment.

2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each geography (LATA, tandem area, etc.) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.

2.4 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the Interconnection trunk groups required for the exchange of traffic between CLEC and **SBC-13STATE**.

2.5 Either Party, must provide thirty (30) days written notice of any intent to change to the physical architecture plan.

2.6 CLEC is solely responsible for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups as specified in Appendix ITR.

2.7 If CLEC has established Collocation in an **SBC-13STATE** End Office, the facility for the Direct End Office Trunks (DEOTS) to that End Office shall be the financial responsibility of CLEC.

2.8 Technical Interfaces

2.8.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

2.8.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, **SBC-13STATE** will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

2.8.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

3.1.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a **SBC-13STATE** Tandem or End Office and wishes to place their own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Physical Collocation or applicable state tariff.

3.2 Virtual Collocation Interconnection

3.2.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a **SBC-13STATE** Tandem or End Office and wishes for **SBC-13STATE** to place transport terminating equipment at that location on the CLEC's behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation or applicable state tariff. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Leased Facility Interconnection ("LFI")

3.3.1 Where facilities are available, CLEC may lease facilities from **SBC-13STATE** as defined in Section 5 of this Appendix.

3.4 Fiber Meet Interconnection

3.4.1 Fiber Meet Interconnection between **SBC-13STATE** and CLEC can occur at any mutually agreeable and technically feasible point between CLEC's premises and an **SBC-13STATE** Tandem or End Office within each local exchange area (**SBC SOUTHWEST REGION 5-STATE**) or LATA (**SBC MIDWEST REGION 5-STATE**, **SBC SNET**, **SBC CALIFORNIA**, and **SBC NEVADA**).

3.4.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet, a single point-to-point linear chain SONET system must be utilized. Only Interconnection trunking shall be provisioned over this jointly provided facility.

3.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.4.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed.

3.4.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast.

3.4.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.4.7 There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

3.4.7.1 Design One: CLEC will provide fiber cable to the last entrance (or **SBC-13STATE** designated) manhole at the **SBC-13STATE** Tandem or End Office switch. **SBC-13STATE** shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Fiber cable

for **SBC-13STATE** to pull through the **SBC-13STATE** cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. **SBC-13STATE** shall take the fiber from the manhole and terminate it inside **SBC-13STATE**'s office at the cable vault at **SBC-13STATE**'s expense. In this case the POI shall be at the **SBC-13STATE** designated manhole location.

3.4.7.2 Design Two: Both CLEC and **SBC-13STATE** each provide two fibers between their locations to terminate at each parties' FOT This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. **SBC-13STATE** will provide the fibers associated with the working side of the system. CLEC will provide the fibers associated with the protection side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the **SBC-13STATE** location.

3.4.8 CLEC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from **SBC-13STATE**. This location is CLEC's responsibility to provision and maintain.

3.4.9 The **SBC-13STATE** location includes all **SBC-13STATE** FOT, multiplexing and fiber required to terminate the optical signal provided from CLEC. This location is **SBC-13STATE**'s responsibility to provision and maintain.

3.4.10 **SBC-13STATE** and CLEC shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.

3.4.11 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.4.12 CLEC and **SBC-13STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.5 Other Interconnection Methods

3.5.1 Other Interconnection methods that are technically feasible may be mutually agreed to by the Parties.

4. RESPONSIBILITIES OF THE PARTIES

4.1 For each local Interconnection within an **SBC-13STATE** area, CLEC shall provide written notice to **SBC-13STATE** of the need to establish Interconnection in each local exchange area (**SBC SOUTHWEST REGION 5-STATE**) or LATA (**SBC CALIFORNIA**, **SBC NEVADA**, **SBC SNET**, and **SBC MIDWEST REGION 5-STATE**).CLEC shall provide all applicable network information on forms acceptable to **SBC-13STATE** (as set forth in SBC's CLEC Handbook, published on the CLEC website.)

4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed in Section 2.1. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

4.3 Either party may add or remove additional switches. The parties shall provide 120 days written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.

4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

4.5 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR.

5. LEASING OF FACILITIES

5.1 Should **SBC-13STATE** wish to voluntarily provide CLEC with Leased ILEC Facilities for the purpose of interconnection, the Parties agree that this voluntary offering is not required under FTA 96 nor under FCC UNE Remand Order 99-238, November 5, 1999, and is made with all rights reserved. The Parties further agree that any such voluntary offering is not subject to TELRIC cost methodologies, and instead will be market priced on an individual case basis. Should **SBC-13STATE** voluntarily offer Leased Facilities under this section, it (I) will advise the CLEC in writing in advance of the applicable charges for Leased Facilities, and (II) will process the request only if CLEC accepts such charges.

5.1.1 Leased facilities in **SBC MIDWEST REGION 5-STATE** and **SBC SNET** are obtained from the applicable Access Tariffs.

5.2 Upon CLEC's request, the CLEC will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and multiplexing required and provide quantities requested. Requests for leasing of facilities for the purposes of Interconnection and any future augmentations are subject to facility availability at the time of the request. Applicable rates, terms and conditions will be determined at the time of the request.

5.3 Requests by CLEC for leased facilities where facilities, equipment, or riser cable do not exist will be considered and **SBC-13STATE** may agree to provide facilities under a Bona Fide Request (BFR).

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX NUMBER PORTABILITY

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APPENDIX NP
(NUMBER PORTABILITY)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Number Portability mutually provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.4 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.5 **SBC CALIFORNIA –** As used herein, SBC CALIFORNIA means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC owned ILEC doing business in California.

1.6 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.7 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC owned ILEC doing business in Nevada.

1.8 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.9 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. PERMANENT NUMBER PORTABILITY (PNP)

2.1 General Terms and Conditions

2.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in CC Docket No. 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

2.1.2 Other than as specifically set out elsewhere in this agreement, **SNET** does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

2.2 The Parties shall:

2.2.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

2.2.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

2.3 Obligations of **SBC-12STATE**

2.3.1 **SBC CALIFORNIA/SBC NEVADA/SBC-SBC MIDWEST REGION 5-STATE SBC Southwest Region 5-State** has deployed LRN in all of their switches.

2.3.2 **SBC-13 State** will open unrestricted non portable codes within 180 days of the receipt of a BFR (bona fide request). A sample BFR is provided in Exhibit 1.

2.3.3 **SBC-12STATE** may cancel any line-based calling cards associated with telephone numbers ported from their switch.

2.4 Obligations of CLEC

2.4.1 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

2.4.2 After the initial deployment of PNP in a mandated MSA, CLEC shall submit a BFR (see EXHIBIT 1) to request that a **SBC SOUTHWEST REGION 5-STATE** switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.

2.4.3 When CLEC requests that an NXX in an LRN capable **SBC-12STATE** switch become portable, CLEC shall follow the industry standard LERG procedure.

2.4.4 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

2.4.5 CLEC shall adhere to **SBC-12STATE**'s Local Service Request (LSR) format and PNP due date intervals.

2.5 Obligations of Both Parties

2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.

2.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

2.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

2.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.

2.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

2.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

2.5.8 Each party shall adhere to the reserved number terms and conditions pursuant to Appendix Numbering

2.6 Limitations of Service

2.6.1 Telephone numbers can be ported only within **SBC CALIFORNIA/SBC NEVADA/SBC SOUTHWEST REGION 5-STATE** toll rate centers / **SBC MIDWEST REGION 5-STATE** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

2.6.2 Telephone numbers in the following **SBC-12STATE** NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; (ii) **SBC-12STATE** Official Communications Services (OCS) NXXs; and (iii) 555, 976, 950.

2.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

2.7 Service Descriptions

2.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.

2.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

2.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

2.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

2.7.5 The CLEC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.8 Pricing

2.8.1 Except as set forth in Section 4, the parties agree not to charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, **SBC-12STATE** may charge CLEC LNP end user surcharges, provided that the conditions set forth in 47 CFR § 52.33 are met.

3. MASS CALLING CODES

3.1 General Terms and Conditions

3.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by **SBC-12STATE** in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

3.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, **SBC-12STATE** will provide mass calling code portability using a non-LRN solution.

3.2 Service Provided

3.2.1 **SBC-12STATE** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the **SBC-12STATE** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the **SBC-12STATE** mass calling tandem and/or **SBC MIDWEST REGION 5-STATE** mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the **SBC-12STATE** choke serving central office (CSO). The CSO will translate the dialed mass calling

number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

3.2.2 When a CLEC requests that a **SBC-12STATE** number with a mass calling NXX code be ported to its network, **SBC-12STATE** will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

3.3 Obligations of **SBC-12STATE**

3.3.1 **SBC-12STATE** will port its numbers with mass calling NXXs upon request by the CLEC. Non-LRN porting will be done via pseudo code or route index translation in the **SBC-12STATE** CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.

3.3.2 **SBC-12STATE** will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, **SBC-12STATE** shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

3.4 Obligations of CLEC

3.4.1 CLEC shall agree to adhere to **SBC-12STATE** LSR format and mass calling due date intervals.

3.4.2 The CLEC shall provide the facility and DID trunk group from the **SBC-12STATE** CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.

3.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

3.5 CLEC Mass Calling Codes

3.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a **SBC-12STATE** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **SBC-12STATE**'s tandem and/or **SBC MIDWEST REGION 5-STATE** mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide **SBC-12STATE** notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

3.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where **SBC-12STATE** and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

4. SPNP QUERY SERVICE

4.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

4.2 If CLEC chooses not to fulfill its N-1 carrier responsibility, **SBC-12STATE** will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, **SBC-12STATE** will charge and CLEC agrees to pay the default queries charges set forth in:

4.2.1 **SBC MIDWEST REGION 5-STATE** - Section 6 of the FCC No. 2 Access Services Tariff

4.2.2 **SBC NEVADA** - Section 19 of the FCC No. 1 Access Services Tariff

4.2.3 **SBC CALIFORNIA** – Section 13 of the FCC No. 1 Access Services Tariff

4.2.4 **SBC SOUTHWEST REGION 5-STATE** – Section 34 of the FCC No. 73 Access Services Tariff.

4.3 **SBC-12STATE** provides CLECs the optional use of the **SBC-12STATE** LNP database via the SPNP Query Service-Database. When CLEC orders SPNP Query Service-Database, **SBC-12STATE** shall charge and CLEC agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 4.2 above. The CLEC's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **SBC-12STATE**'s LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

4.4 When purchasing the SPNP Query Service - Database, CLEC will access **SBC-12STATE** s facilities via an SS7 link to the **SBC-12STATE** STP.

4.5 When purchasing the SLNP Query Service - Database, CLEC will advise **SBC-12STATE** of the entry point(s) of queries to the **SBC-12STATE** network and provide a query forecast for each entry point.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

5.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT 1

PERMANENT NUMBER PORTABILITY (PNP)
BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (CLECs) shall use to request that PNP be deployed

in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country
and
additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. **SBC-13STATE** is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA's Phase end date has been reached:

equipped remote switches within 30 days
hardware capable switches within 60 days
capable switches requiring hardware within 180 days
non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from CLEC to its **SBC-13STATE** Account Manager which shall specify the following:

The MSA in which requested switch(es) are located.

The switch(es), by CLLI code, that are to become PNP capable.

The date when PNP capability is requested with the FCC established time frames being the least amount of time.

The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which CLEC interconnects.

An initial response from the **SBC-13STATE** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP)
Bona Fide Request (BFR)

DATE: _____ (date of request)

TO: _____ (name of service provider)
_____ (address of service provider)
_____ (contact name/number)

FROM: _____ (requester/service provider name/ID)
_____ (requester switch(es)/CLLI)
_____ (authorized by name)
_____ (authorized by title)
_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI[1]	Rate Center Name[2]	Rate Center VC/HC[2]	NPA-NXX(s)[3]
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable**:** _____ (mm/dd/yy)
Requested code opening date[4]**:** _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Notes: [1] List each switch targeted for LNP by its specific CLLI code.
[2] Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.
[3] Circle or highlight **Y** if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight **N** if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

[4] As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

DATE: _____ (date of response)

TO: _____ (requester/CLEC name/ID)
_____ (contact name/address/number)
_____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
_____ (address of provider)
_____ (contact name/number)

_____

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	*Modified Effective Date*	Ineligible NPA-NXXs
_____(CLLI 1)	_____		_____	_____
_____(CLLI 2)	_____		_____	_____
_____(CLLI 3)	_____		_____	_____
_____(CLLI 4)	_____		_____	_____

_____

Switch request(s) denied/reason for denial:

_____(CLLI 1): _____
_____
_____(CLLI 2): _____
_____
_____(CLLI 3): _____
_____

Authorized company representative signature/title: _____
_____

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APPENDIX NUMBERING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin will coordinate with respect to NXX assignments.

1.2 As used herein, **SBC-13STATE** means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2. GENERAL TERMS AND CONDITIONS

2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each **SBC-13STATE** rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable CLEC and **SBC-13STATE** to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.

2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 <u>NXX Migration</u>

2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the

first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tome providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

3.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX OS

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APPENDIX OS
(OPERATOR SERVICES)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) for switched-based CLEC"s or CLEC's leasing unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICES

2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following OS:

2.1.1 Fully Automated Call Processing

2.1.1.1 Allows the caller to complete a call utilizing equipment without the assistance of an **SBC-13STATE** operator, hereafter called "Operator.

2.1.1.2 **SBC-10STATE** and **SBC CALIFORNIA/SBC SNET -** This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.

2.1.1.3 **SBC NEVADA –** This allows the caller the option of billing calling card calls through a Mechanized Calling Card Service (MCCS). Automated functions can only be activated from a touch-tone telephone.

2.1.2 Operator-Assisted Call Processing

2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

3. DEFINITIONS

3.1 Fully Automated Call Processing - Where technically feasible and/or available, **SBC-13STATE** can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service.

3.1.1.1 **SBC-13STATE** -This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.

3.1.2 Fully Automated Collect and Bill to Third Number Services.

3.1.2.1 **SBC-12STATE -** The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **SBC-13STATE** will support the following Operator-assisted call types for CLEC:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.

3.2.2 Semi-Automated Collect and Bill to Third Number Services. **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.

3.2.5 Busy Line Verification (BLV)/Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.

3.2.6 Busy Line Verification Interrupt (BLVI). A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.

3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

4. CALL BRANDING

4.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS call.

4.1.1 Where technically feasible and/or available, **SBC-13STATE** will brand OS in CLEC's name based upon the criteria outlined below:

4.1.1.1 Where **SBC-13STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing OS on behalf of the CLEC, the calls will be branded.

4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

4.1.1.3 **SBC-13STATE -** CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create the CLEC's specific branding announcement for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.1.4 A CLEC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB-AS. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 Branding Load Charges

4.1.1.5.1 **SBC SOUTHWEST REGION 5-STATE -** An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by **SBC SOUTHWEST REGION 5-STATE** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC SOUTHWEST REGION 5-STATE** unbundled local switching.

4.1.1.5.2 **SBC MIDWEST REGION 5-STATE –** An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC MIDWEST REGION 5-STATE** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC MIDWEST REGION 5-STATE** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.1.1.5.3 **SBC-2STATE –** An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.1.5.4 **SBC SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

5.1 An SBC database referenced by an SBC Operator for CLEC OS specific Reference/Rater information based upon the criteria.

5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:

5.1.1.1 CLEC will furnish OS Reference and Rater information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

5.1.1.2 CLEC will inform **SBC-12STATE**, via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.

5.1.2 When an **SBC-12STATE** Operator receives a rate request from a CLEC End User, **SBC-12STATE** will quote the applicable OS rates as provided by CLEC or as otherwise defined below.

5.1.2.1 **SBC SNET**- until technically feasible and/or available, when a **SBC SNET** Operator receives a rate request from a CLEC end user, **SBC SNET** will quote the surcharge rate only.

6. INTRALATA MESSAGE RATING

6.1 **SBC SOUTHWEST REGION 5-STATE** - Upon request, CLEC may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all **SBC SOUTHWEST REGION 5-STATE** Operator assisted intraLATA calls. With this service, **SBC SOUTHWEST REGION 5-STATE** will compute the applicable charges for each message based on CLEC's schedule of rates provided to **SBC SOUTHWEST REGION 5-STATE.**

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, **SBC-13STATE** agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide **SBC-13STATE** with the correct information to enable the transfer as required by the OSQ. CLEC will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, **SBC-13STATE** will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify, defend, and hold harmless **SBC-13STATE** from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

8. RESPONSIBILITIES OF THE PARTIES

8.1 CLEC agrees that due to quality of service and work force scheduling, **SBC-13STATE** will be the sole provider of OS for CLEC's local serving area(s) for a minimum of a one (1) year period.

8.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange OS from **SBC-13STATE**, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.

8.4 CLEC will furnish to **SBC-13STATE** a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.

8.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

8.6 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to **SBC-13STATE**, default emergency agency numbers.

9. METHODS AND PRACTICES

9.1 **SBC-13STATE** will provide OS to CLEC's End Users in accordance with **SBC-13STATE** OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10. PRICING

10.1 The prices at which **SBC-13STATE** agrees to provide CLEC with OS are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

10.2 Beyond the specified term of this Appendix, **SBC-13STATE** may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to CLEC.

11. MONTHLY BILLING

11.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

11.2 **SBC-13STATE** will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

12. LIABILITY

12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.

12.2 CLEC also agrees to release, defend, indemnify, and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of the OS Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services.

13. TERMS OF APPENDIX

13.1 Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party.

13.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay **SBC-13STATE**, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

14.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in

End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX 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 CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC/AMERITECH POR for Uniform and Enhanced OSS (Uniform POR) as approved by FCC on September 22, 2000.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, SBC NEVADA Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, SBC CALIFORNIA Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, SBC NEVADA, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS-** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO-** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.25 **SBC-13STATE** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2. DEFINITIONS

2.1 **"LSC"** means (i) the Local Service Center (LSC) for **SBC-12STATE**; (ii) Local Exchange Carrier Center (LECC) for **SBC SNET**.

2.2 **"LOC"** means (i) the Local Operations Center (LOC) for **SBC-8STATE**; and (ii) the Customer Response Unit (CRU) for **SBC MIDWEST REGION 5-STATE**.

2.3 **"Service Bureau Provider"** - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing **SBC-13STATE**'s OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

3. GENERAL CONDITIONS

3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing

is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and **SBC-13STATE** shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically. Provided however, in **SBC SOUTHWEST REGION 5-STATE** where a flat rate monthly OSS access and connectivity charge exists, a CLEC who has been using OSS electronic interfaces and decides to revert to manual for all purposes, to avoid such flat rate OSS system access and connectivity charges, may do so upon written notice to their Local Account Manager , or when CLEC elects to remain manual and not to use OSS in order to avoid **SBC SOUTHWEST REGION 5-STATE**'s flat rate monthly OSS charges.

3.2 Proper Use of OSS interfaces:

3.2.1 For **SBC-13STATE**, CLEC agrees to utilize **SBC-13STATE** electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through **SBC-13STATE**. In addition, CLEC agrees that such use will comply with **SBC-13STATE**'s Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies **SBC-13STATE** against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of **SBC-13STATE**'s OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay **SBC-13STATE** for any and all damages caused by such unauthorized entry.

3.3 Within **SBC-13STATE** regions, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.

3.3.1 In **SBC-13STATE** regions, CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.3.2 This section applies to **SBC CALIFORNIA** ONLY. For consumer End Users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of **SBC CALIFORNIA**, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become the End User's local service provider. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless **SBC CALIFORNIA** against any claim made by a consumer End User or governmental entity against **SBC CALIFORNIA** or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this section.

3.3.3 Throughout **SBC-13STATE** region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. CLEC is also responsible for all actions of its employees using any of **SBC-13STATE**'s OSS systems. As such, CLEC agrees to accept and pay all

reasonable costs or expenses, including labor costs, incurred by **SBC-13STATE** caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **SBC-13STATE** to CLEC. In addition, CLEC agrees to indemnify and hold **SBC-13STATE** harmless against any claim made by an End User of CLEC or other third parties against **SBC-13STATE** caused by or related to CLEC's use of any **SBC-13STATE** OSS.

3.5 In the event **SBC-13STATE** has good cause to believe that CLEC has used **SBC-13STATE** OSS in a way that conflicts with this Agreement or Applicable Law, SBC-owned ILEC in whose territory CLEC is doing business shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which shall be provided to **SBC-13STATE** within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

3.6 In the event CLEC does not agree that the CLEC's use of **SBC-13STATE** OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:

3.6.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by **SBC-13STATE** to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.

3.6.2 To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.

3.7 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, **SBC-13STATE** shall have the right to conduct an audit of CLEC's use of the **SBC-13STATE** OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the **SBC-13STATE** OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. **SBC-13STATE** shall give ten (10) calendar days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide **SBC-13STATE** with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at **SBC-13STATE**'s expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. **SBC-13STATE** agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within **SBC-13STATE**.

3.8 When Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, **SBC-13STATE** and CLEC will use manual processes. Should **SBC-13STATE** develop electronic interfaces for these functions for itself, **SBC-13STATE** will make electronic access available to CLEC within the specific operating region.

3.9 The Information Services (I.S.) Call Center for the **SBC-13STATE** region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.

3.10 The Parties will follow the final adopted guidelines of "SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.

3.11 **SBC-13STATE** will and CLEC may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for

electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that **SBC-13STATE** may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and **SBC-13STATE** are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, **SBC-13STATE** has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

3.12 Due to enhancements and on-going development of access to **SBC-13STATE**'s OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. **SBC-13STATE** shall provide proper notice of interface phase-out as required by the Change Management process.

3.13 CLEC is responsible for obtaining operating system software and hardware to access **SBC-13STATE** OSS functions. All hardware and software requirements are specified in: "CLEC Hardware/Software Requirements for Access of SBC Uniform OSS Applications", or any other documents or interface requirements subsequently generated by **SBC-13STATE** for any of its regions.

4. PRE-ORDERING

4.1 **SBC-13STATE** will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.

4.2 **Pre-Ordering functions for Resale Services and UNEs include**

4.2.1 Feature/Service Availability

Feature Inquiry provides **SBC-13STATE** with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

4.2.1.2 PIC/LPIC Inquiry provides **SBC-13STATE** Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

4.2.2 Customer Service Information - CSI Inquiry

Access to **SBC-13STATE** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

4.2.3 Telephone Number Inquiry

SBC-13STATE provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform Pre-Order Interfaces, **SBC MIDWEST REGION 5-STATE** also provides a Telephone Number Confirmation Inquiry function.

4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

SBC-13STATE provides address validation function.

4.3 **The following are Pre-Order functions specific to UNEs**

4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry

SBC-13STATE provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

4.3.2 Common Language Location Indicator (CLLI) Inquiry

SBC-13STATE provides CLLI code inquiry function.

4.3.3 Connecting Facility Assignment (CFA) Inquiry

SBC-13STATE provides a CFA inquiry function.

4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry

SBC-13STATE provides a NC/NCI inquiry function.

4.4 **Electronic Access to Pre-Order Functions**

4.4.1 **Resale and UNE Pre-order Interface Availability**

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in **SBC-13STATE** to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by **SBC-13STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.

4.4.1.3 DataGate is a transaction-based data query system through which **SBC-7STATE** provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once CLEC has developed its own interface, allow CLEC to access the pre-order functions for Resale services and UNE. DataGate follows industry guidelines, but is based on **SBC-7STATE**'s proprietary pre-ordering functionality.

4.4.1.4 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides CLEC access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** consumer Resale services.

4.4.1.5 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides CLEC access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** business Resale services.

4.4.1.6 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order **SBC CALIFORNIA** Resale service.

4.4.1.7 **SBC SNET** provides CLEC access to the Resale and UNE preorder functions described in section 4.2 via the application to application Electronic Data Interchange (EDI) based interface, known as MSAP. With the implementation of the Uniform EDI and CORBA application to application interfaces, the MSAP-based versions will retire as the Uniform versions are implemented, according to the CMP guidelines.

4.4.1.8 **SBC SNET** provides CLEC access to the following Resale preorder applications through its proprietary (GUI) Graphical User Interface called W-CIWin. This platform of preorder applications is being retired via CMP, in June 2003, and has been replaced with the Uniform GUI – Enhanced Verigate.

4.4.1.8.1 W-SNAP is an order entry application through which **SBC SNET** provides CLEC access to pre-ordering functionality embedded in the ordering tool. This application is being retired via CMP in June 2003 and its preorder function has been replaced with the Uniform GUI – Enhanced Verigate.

4.4.1.8.2 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications. This application is being retired via CMP in June of 2003 and has been replaced with the Uniform GUI – Web-based Toolbar.

4.4.1.8.3 Electronic Forms (EF) is an automated workflow process for obtaining pre-order information for specific complex resale products. This application is being retired via CMP in June 2003 and its preorder function has been replaced with the Uniform GUI – Enhanced Verigate.

4.4.1.9 **SBC SNET** also provides the following UNE preorder functionality (SAG, CSR, and loop qualification) via Custom CCTOOLS. This application is being retired via CMP in June of 2003 and has been replaced with the Uniform GUI - Enhanced Verigate.

4.5 **Other Pre-order Function Availability**

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, **SBC-13STATE** will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)
Feature/Service Availability by Switch
Directory Names
Class of Service Codes
USOC (Universal Service Order Codes)
Community Names
Yellow Page Headings
PIC/LPIC (InterLATA/IntraLATA)

5. ORDERING/PROVISIONING

5.1 **SBC-13STATE** provides access to ordering functions (as measured from the time **SBC-13STATE** receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes **SBC-13STATE** to provision in accordance with applicable **SBC-13STATE** ordering requirements. **SBC-13STATE** will provide CLEC access to one or more of the following systems or interfaces:

5.2 **Service Order Request System Availability**

5.2.1 **SBC-13STATE** makes available to CLEC an Electronic Data Interchange (EDI) application to application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with **SBC-13STATE** Local Service Order Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale Services or UNEs, CLEC and **SBC-**

13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Resale Service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 For **SBC-13STATE**, web-based LEX is the new 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

5.2.3 For **SBC SOUTHWEST REGION 5-STATE** region, C-EASE is available for the ordering of consumer Resale services.

5.2.4 For **SBC SOUTHWEST REGION 5-STATE** region, B-EASE is available for the ordering of business Resale services.

5.2.5 For **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** regions, SORD interface provides CLECs with the ability to create Resale and UNE orders as well as certain complex Resale and UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX).

5.2.5.1 For **SBC SOUTHWEST REGION 5-STATE** region, SORD interface supports CLEC initiated modification of service orders submitted electronically by CLEC via the following **SBC SOUTHWEST REGION 5-STATE** OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). CLEC should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, CLEC should not use SORD to modify orders submitted manually to the LSC. The Parties agree that the following conditions are applicable to EASE and SORD generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders and/or modify EASE generated orders, then CLEC becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. CLEC may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see section 5.3.3.

5.2.5.2 In **SBC CALIFORNIA** region, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. With CLEC being the point of contact for their customer, the CLEC agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see section 5.3.3.

5.2.6 In **SBC SNET**, Resale ordering is supported by W-CIWin (**SBC SNET**'s proprietary GUI interface). This platform of ordering applications is being retired via CMP, in June 2003, and has been replaced with the Uniform GUI – Web-based LEX.

5.2.6.1 W-SNAP is made available for the ordering of non-complex Resale products and services. This application is being retired via CMP in June2003 and its ordering function has been replaced with the Uniform GUI Interface – Web-based LEX.

5.2.6.2 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services. This application is being retired via CMP in June 2003 and its ordering function has been replaced with the Uniform GUI Interface – Web-based LEX.

5.2.6.3 Electronic Forms (EF) is an automated workflow process for ordering of specific complex Resale products and services. This application is being retired via CMP in June 2003 and its ordering function has been replaced with the Uniform GUI Interface – Web-based LEX.

5.2.7 In **SBC SNET**, MSAP (**SBC SNET**'s EDI-based industry standard app-to-app interface) is available for the ordering of both complex and non-complex Resale Services, as well as the ordering of UNEs.

With the implementation of the Uniform EDI ordering application to application interface, the MSAP-based versions will retire as the Uniform versions are implemented, according to the CMP Guidelines.

5.2.8 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and **SBC-13STATE** will utilize industry ASR guidelines developed by OBF based upon **SBC-13STATE** ordering requirements.

5.3 **Provisioning for Resale Services and UNE in SBC-13STATE**

SBC-13STATE will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 For **SBC-13STATE**, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, in **SBC SOUTHWEST REGION 5-STATE** pending orders can be viewed in SORD.

5.3.2 For EDI ordering, **SBC-13STATE** will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

5.3.3 For **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** regions, as detailed in section 5.2.3, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;

5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

5.3.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.3.

5.3.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for an **SBC-13STATE** issued FOC.

6. MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

6.1.1 In **SBC-13STATE**, Electronic Bonding for Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13 state uniform GUI interface that allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.2 In **SBC-13STATE**, Electronic Bonding Trouble Administration (EBTA) is the 13 state uniform application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and **SBC-13STATE**. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and **SBC-13STATE** will exchange requests over a mutually agreeable X.25-based network.

6.1.3 In **SBC-7STATE**, Trouble Administration (TA) system access provides CLEC with **SBC-7STATE** software that allows CLEC to submit trouble reports and subsequently check status on trouble

reports for CLEC End-Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via **SBC-7STATE** Classic Toolbar.

6.1.4 In **SBC SNET** the maintenance and repair functionality for Resale services and UNEs is available via the MSAP EDI interface which is being replaced with Uniform application to application interface - EBTA. In addition, for Resale products and services, trouble history and trouble status functions are available via CCTOOLS. This application is being retired via CMP in June of 2003 and has been replaced with the Uniform GUI interface – EBTA-GUI.

7. BILLING

7.1 **SBC-13STATE** will bill CLEC for Resold services and UNEs. **SBC-13STATE** will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum **SBC-13STATE** will provide CLEC billing information in a paper format, or via 18-track magnetic tape, as agreed to between CLEC and **SBC-13STATE**. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

7.2.1 In **SBC-13STATE**, CLEC may receive a mechanized bill format via the EDI 811 transaction set.

7.2.2 For Resale Services in **SBC SOUTHWEST REGION 5-STATE**, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, **SBC SOUTHWEST REGION 5-STATE**'s Local Exchange Tariff.

7.2.3 For Resale Services in **SBC CALIFORNIA**, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.

7.2.4 For Resale Services in **SBC MIDWEST REGION 5-STATE**, CLEC may elect to receive its bill on CD.

7.2.5 For Resale Services in **SBC SOUTHWEST REGION 5-STATE**, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC SOUTHWEST REGION 5-STATE** Classic Toolbar.

7.2.6 In **SBC-13STATE**, CLEC may receive a mechanized bill format via the EDI 811 transaction set.

7.2.7 In **SBC-13STATE**, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.

7.2.8 **SBC-13STATE** will provide Loss Notifications. This notification alerts CLECs that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, WebLEX. The current loss notification processes via CARE record format and the "Local Disconnect Report", where applicable in the **SBC-8STATE** region, will remain in effect until full implementation and testing of the new Loss Notification processes is completed.

7.2.9 In **SBC SNET**, CLEC may receive a Billing Detail File on 18-track magnetic tape.

7.2.10 In **SBC MIDWEST REGION 5-STATE**, CLEC may receive a mechanized bill for Resale Services via the **SBC MIDWEST REGION 5-STATE** Electronic Billing System (AEBS) transaction set.

7.3 Electronic access to billing information for UNE will also be available via the following interfaces:

7.3.1 **SBC-13STATE** makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.

7.3.2 In **SBC SOUTHWEST REGION 5-STATE**, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC SOUTHWEST REGION 5-STATE** Classic Toolbar.

7.3.3 In **SBC-13STATE**, CLECs will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.

7.3.4 **SBC-13STATE**, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For UNEs this loss notification indicates when CLEC's End Users, utilizing **SBC-13STATE** ports, change their Competitive Local Exchange Carrier. The current loss notification processes via CARE record format (in the **SBC-8STATE** region) will remain in effect until full implementation and testing of the new Loss Notification processes is completed.

8. REMOTE ACCESS FACILITY

8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the **SBC SOUTHWEST REGION 5-STATE** region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the **SBC-2STATE** region. The ARAF, located in Chicago, IL, serves **SBC MIDWEST REGION 5-STATE** and the SRAF in New Haven, CT, handles the **SBC SNET** region. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access **SBC-13STATE** OSS interfaces to perform the supported functions in any **SBC-13STATE** where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.

8.2 For **SBC-13STATE**, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the **SBC SOUTHWEST REGION 5-STATE** LRAF, **SBC CALIFORNIA** PRAF, **SBC MIDWEST REGION 5-STATE** ARAF, and **SBC SNET** SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to **SBC-13STATE** OSS via the public internet.

8.3 For **SBC-13STATE**, CLEC shall use TCP/IP to access **SBC-13STATE** OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user-id / password unique to each individual for accessing a **SBC-13STATE** OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

8.4 For **SBC-13STATE**, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

9.1 CLEC agrees that interconnection of CLEC data facilities with **SBC-13STATE** data facilities for access to OSS will be in compliance with **SBC-13STATE**'s "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

9.2 **Joint Security Requirements**

9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).

9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

9.2.3 CLEC shall immediately notify the ISCC when a employee userid is no longer valid (e.g. employee termination or movement to another department).

9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or **SBC-13STATE** network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 **Additional Responsibilities of Both Parties**

9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on **SBC-13STATE**'s premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or **SBC-13STATE**, as appropriate to the ownership of a failed component. As necessary, CLEC and **SBC-13STATE** will work together to resolve problems where the responsibility of either Party is not easily identified.

9.4 **Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel**

9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or **SBC-13STATE**, respectively, as the providers of the computer, network or information in question.

9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 **General Policies**

9.5.1 Each Party's resources are for approved business purposes only.

9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 **User Identification**

9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.

9.6.3 User ids will be revalidated on a monthly basis.

9.7 **User Authentication**

9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 **Access and Session Control**

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 **User Authorization**

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

9.10 **Software and Data Integrity**

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 **Monitoring and Audit**

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (**SBC-13STATE** or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

11. OSS TRAINING COURSES

11.1 Prior to live system usage, CLEC must complete user education classes for **SBC-13STATE**-provided interfaces that affect the **SBC-13STATE** network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	$4,050	$3,650	$3,240	$2,835	$2,430	$2,025	$1,620	$1,215	$810	$405
6 students	$4,860	$4,380	$3,890	$3,402	$2,915	$2,430	$1,945	$1,455	$970	$490
7 students	$5,670	$5,100	$4,535	$3,969	$3,400	$2,835	$2,270	$1,705	$1,135	$570
8 students	$6,480	$5,830	$5,185	$4,536	$3,890	$3,240	$2,590	$1,950	$1,300	$650
9 students	$7,290	$6,570	$5,830	$5,103	$4,375	$3,645	$2,915	$2,190	$1,460	$730
10 students	$8,100	$7,300	$6,480	$5,670	$4,860	$4,050	$3,240	$2,430	$1,620	$810
11 students	$8,910	$8,030	$7,130	$6,237	$5,345	$4,455	$3,565	$2,670	$1,780	$890
12 students	$9,720	$8,760	$7,780	$6,804	$5,830	$4,860	$3,890	$2,920	$1,945	$970

11.2 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by **SBC-13STATE** and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

11.3 Class dates will be based upon **SBC-13STATE** availability and will be coordinated among CLEC, the CLEC's **SBC-13STATE** Account Manager, and **SBC-13STATE** Industry Markets CLEC Training Product Management.

11.4 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to **SBC-13STATE** completed registration forms for each student no later than one week prior to the scheduled training class.

11.5 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other **SBC-13STATE** system are strictly prohibited.

11.6 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of **SBC-13STATE**'s OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

12. FLAT RATE CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY TO OSS IN SBC SOUTHWEST REGION 5-STATE

12.1 For **SBC SOUTHWEST REGION 5-STATE** region only, CLECs that use OSS in any of the 5 states that comprise **SBC SOUTHWEST REGION 5-STATE,** shall pay the appropriate state specific rates (identified

in the each of the 5 **SBC SOUTHWEST REGION 5-STATE** state Price List appendices) for use of any of the OSS interfaces to place electronic transactions.

12.2 These **SBC SOUTHWEST REGION 5-STATE** specific flat rates to access OSS include a "System Access" charge for use of the OSS, and a "Connectivity Charge" depending on type of Remote Access Facility connection (Dedicated connection versus Dial-up/Internet connection).

12.3 These specific OSS charges will be billed as follows:

12.3.1 The flat rate "System Access" charge will be billed for each **SBC SOUTHWEST REGION 5-STATE** state in which the CLEC has access to OSS.

12.3.2 The flat rate "Connectivity" charge will be billed per port for the entire **SBC SOUTHWEST REGION 5-STATE** region at either the dial-up rate or the dedicated connection rate depending on the CLEC's connection configuration.

12.3.2.1 Connectivity charges for CLECs connecting via the Internet will be consistent with dial-up rates listed in the state specific Appendix Pricing – Schedule of Prices.

12.3.2.2 If CLEC is utilizing OSS in multiple **SBC SOUTHWEST REGION 5-STATE** states, the CLEC will be charged per port per region, but not billed a "Connectivity" Charge in every state that the CLEC does business. The appropriate Connection Charge (Dial-up/Internet or Dedicated; but not both) will be billed at the lowest billable state rate of the **SBC SOUTHWEST REGION 5-STATE** states in which the CLEC has access to OSS.

12.4 These **SBC SOUTHWEST REGION 5-STATE** rates for the OSS "System Access" and "Connectivity" charges appear in the each **SBC SOUTHWEST REGION 5-STATE** state specific Appendix Pricing – Schedule of Prices.

13. MISCELLANEOUS CHARGES

13.1 For **SBC SOUTHWEST REGION 5-STATE** region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.

13.2 For **SBC-7STATE**, CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.7 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.

13.3 For **SBC-7STATE**, CLEC requesting the Local Disconnect Report, as described in 7.2.8 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.

13.4 For **SBC-13STATE**, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by **SBC-13STATE** on an Individual Case Basis (ICB) and priced as such.

13.5 **SBC SNET** will charge for the Billing Detail File, Daily Usage Extract, and Loss Notification File at rates filed and approved by DPUC.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

14.1 **SBC-13STATE** shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:

14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access **SBC-13STATE** OSS via a Service Bureau Provider as follows:

14.2.1 CLEC shall be permitted to access **SBC-13STATE** application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with **SBC-13STATE** to Allow Service Bureau Provider to establish access to and use of **SBC-13STATE**'s OSS.

14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.

14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. **SBC-13STATE** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, **SBC-13STATE** shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

14.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, **SBC-13STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-13STATE**'s control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to **SBC-13STATE**'s OSS) which could not be avoided by **B-13STATE** through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

15. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

15.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX
RECIPROCAL COMPENSATION
(AFTER FCC ORDER NO. 01-131)

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APPENDIX RECIPROCAL COMPENSATION

1. APPENDIX SCOPE OF TERM

1.1 This Appendix sets forth the terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.

1.2 The compensation arrangement for the joint provision of Feature Group A (FGA) Services shall be subject to the underlying Interconnection Agreement or as otherwise mutually agreed by the Parties.

1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements.

1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.

1.5 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

1.6 The Parties agree that this Appendix governs the exchange, routing and rating of all intercarrier ISP and Internet-bound traffic between ILEC and CLEC in this state. The terms "ISPs" and "Internet" shall be given the same meaning as used in the underlying Agreement, and if not defined there, shall be given the same meaning as found in the ISP Compensation Order and the Telecommunications Act of 1996.

2. ILEC DESIGNATIONS

2.1 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

2.2 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

2.3 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

2.4 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

2.5 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

2.6 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

2.7 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.8 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.9 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

2.10 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

2.11 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

2.12 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

2.13 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

2.14 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

2.15 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

2.16 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

2.17 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

2.18 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

2.19 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

2.20 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

2.21 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2.22 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

2.23 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

3. CLASSIFICATION OF TRAFFIC

3.1 Telecommunications traffic exchanged between CLEC and ILEC will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes

of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on the physical location of the originating and terminating end users.

3.2 For purposes of this Appendix, until such time that ILEC may choose to invoke the FCC's ISP pricing plan as ordered in FCC 01-131, the Parties agree that "Local Calls" and "Local ISP Calls" will be compensated at the same rates and rate structures, depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user or ISP of the other Party are:

a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

b. both physically located within neighboring ILEC Local Exchange Areas, or within an ILEC exchange and an Independent LEC exchange, that 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 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.

3.4 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch or, if operating in **SBC-12STATE**, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in this Appendix and Appendix Pricing. In **SBC SNET**, calls originated over UNEs are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.

3.5 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).

3.6 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, (iii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

3.7 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.

3.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

3.9 Reciprocal Compensation applies to Local Calls that are terminated at either Party's terminating circuit switch. Traffic that is delivered via dedicated circuits, private line services or Digital Subscriber Line (DSL) service to a LEC or ISP and not terminated at a circuit switch is not subject to intercarrier compensation.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).

4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

4.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.

4.5 Where the Parties are performing a transiting function as defined in Section 9.0 below, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function can not forward the CPN and will not be billed as the default originator.

5. LOCAL CALL TERMINATION

5.1 Until and unless ILEC chooses to invoke the FCC's pricing plan as ordered in FCC 01-131, the compensation set forth below will also apply to all Local and Local ISP Calls as defined in section 3.2 of this Appendix, depending on whether the call is terminated directly to an End Office or through a Tandem.

5.2 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Local Calls and Local ISP Calls on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing:

5.3 Tandem Serving Rate Elements:

5.3.1 Tandem Switching - compensation for the use of tandem switching (only) functions.

5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination functions necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and 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 functions necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

5.5 All ISP and Internet-bound traffic shall be subject to the same terms and conditions regarding switch recordings, Calling Party Number (CPN) signaling, and other usage detail as for other Local Calls under this Appendix. Minutes of use to ISPs may be shown separately on the monthly usage detail, invoices, payment summaries, or other documents exchanged between ILEC and CLEC in the monthly billing cycle.

5.6 All ISP and Internet-bound traffic for a given usage month shall be due and owing at the same time as payments for Local Calls under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP and Internet-bound traffic the same as for Local Calls under this Appendix.

6. NON-LOCAL CALL TERMINATION

6.1 The Parties recognize and agree that ISP and Internet-bound traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Section 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- Transit Traffic
- Optional EAS Traffic
- IntraLATA Interexchange Traffic
- InterLATA Interexchange Traffic
- 800, 888, 877, ("8yy") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

6.2 The Parties agree that, for the purposes of this Appendix, either Parties' end users remain free to place ISP calls on a "Non-Local" basis under any of the above classifications. To the extent such "non-Local" ISP calls are placed, the Parties agree that section 5 above does not apply, and that the Agreement's rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.

6.3 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

7. OPTIONAL CALLING AREA TRAFFIC – SBC ARKANSAS, SBC KANSAS, SBC OKLAHOMA AND SBC TEXAS

7.1 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the one-way or two-way optional exchanges(s) and the associated metropolitan area.

7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Oklahoma, Kansas, Arkansas, and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and **SBC ARKANSAS, SBC KANSAS, SBC OKLAHOMA** 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.

7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

8. MCA TRAFFIC -- SBC MISSOURI

8.1 For compensation purposes in the state of Missouri, Local Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a local call based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Local Traffic that is not defined as MCA Traffic.

8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.

8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating

the call. Furthermore, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).

8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least 45 days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

8.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by **SBC SOUTHWEST REGION 5-STATE**.

9. TRANSIT TRAFFIC COMPENSATION

9.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third party network through the other Party's tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits an **SBC-13STATE** network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's End User. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for **SBC MISSOURI**. The rates that **SBC-13STATE** shall charge for transiting CLEC traffic are outlined in Appendix Pricing.

9.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers prior to delivering traffic for transiting to the third party. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

9.3 The CLEC shall not bill **SBC-13STATE** for terminating any Transit traffic, whether identified or unidentified, i.e. whether **SBC-13STATE** is sent CPN or is not sent CPN by the originating company.

9.4 In those **SBC-13STATE**s where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where **SBC-13STATE** is the PTC, **SBC-13STATE** shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, **SBC-13STATE** shall reimburse the terminating carrier at **SBC-13STATE**'s applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

9.5 CLEC will establish sufficient direct trunk groups between CLEC and a Third Party's network when CLEC's traffic volumes to said Third Party require twenty-four (24) or more trunks.

10. OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SBC ARKANSAS, SBC KANSAS, SBC OKLAHOMA, AND SBC TEXAS

10.1 In the states of Texas, Missouri, Kansas, and Arkansas, the Optional Area Transit Traffic rate element applies when one End User is in a **SBC SOUTHWEST REGION 5-STATE** one-way or two-way optional exchange and the other End User is within the **SBC ARKANSAS**, **SBC KANSAS** and/or **SBC TEXAS** local or mandatory exchanges. The Parties agree to apply the Optional Area Transit rate to traffic terminating to third party Independent LEC that shares a common mandatory local calling area with all **SBC ARKANSAS**, **SBC KANSAS**, **SBC MISSOURI** and **SBC TEXAS** exchanges included in a specific

metropolitan exchange area. The Optional Area Transit Traffic rates that will be billed are outlined in Appendix Pricing. The specific NXXs and associated calling scopes can be located in the applicable state Local Exchange tariff.

11. INTRALATA 800 TRAFFIC

11.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

11.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

12. MEET POINT BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

12.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.

12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.

12.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.

12.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

12.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

12.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

12.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.

12.8 **SBC-13STATE** and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.

12.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13. INTRALATA TOLL TRAFFIC COMPENSATION

13.1 For intrastate intraLATA toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but not to exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but not to exceed the compensation contained in the ILEC's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

14. BILLING FOR MUTUAL COMPENSATION -- SBC SOUTHWEST REGION 5-STATE

14.1 In **SBC SOUTHWEST REGION 5-STATE** other than for traffic described in Section 6.0 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on the following:

14.2 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP). Each Party will transmit the summarized originating minutes of usage within fifteen (15) business days following the prior month's close of business for all traffic including local, transiting, and optional EAS via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of Local Calls and is required from the originating Party under the terms of this Appendix.

14.3 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all MOU for that month at Switched Access rates based upon a seven (7) day traffic study.

14.4 The Parties will not render invoice nor payment to each other for the transport and termination of calls for a particular month's usage until both Parties have received the originating 92-type summary records CLEC for that same month's usage.

14.5 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.

14.6 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.

14.7 MOUs will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.

14.8 Where CLEC has direct End Office Switch and Tandem Office Switch interconnection arrangements with **SBC-13STATE**s, **SBC-13STATE**s will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.

15. BILLING FOR MUTUAL COMPENSATION – SBC MIDWEST REGION 5-STATE, SBC NEVADA, SBC CALIFORNIA, SBC SNET

15.1 In **SBC MIDWEST REGION 5-STATE**, **SBC NEVADA**, **SBC CALIFORNIA**, and **SBC SNET**, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting

(AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

15.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:

15.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and

15.2.1.1 Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.

15.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

16. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

16.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). The Parties agree that by executing this Appendix and carrying out the intercarrier compensation terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order or any other regulatory, legislative or judicial action, including but not limited to the ILEC's option to invoke on a date specified by ILEC the FCC's ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

16.2 ILEC agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the underlying Interconnection Agreement of the date upon which the ILEC designates that the FCC's ISP terminating compensation plan shall begin in this state. CLEC agrees that on the date designated by ILEC, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.

16.3 ILEC and CLEC agree to carry out the FCC terminating compensation plan on the date designated by ILEC without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP and Internet-bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

16.4 Should a regulatory agency, court or legislature change or nullify the ILEC's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same

date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among ILEC, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

16.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions.

16.6 Because of the possibilities in section 16.5, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among ILEC, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

16.7 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. *See, In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order.

16.8 The parties agree to that the foregoing terms, and conditions for the exchange of ISP-bound and Internet-bound traffic are subject to all rules, regulations, and interpretations of that traffic as Information Access pursuant to section 201 of the Act and FCC implementing orders, as opposed to sections 251 and 252 of the Act.

16.9 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) or other Internet Telephony traffic under the Dispute Resolution provisions of this Interconnection Agreement. The Parties further agree that this Appendix shall not be construed against either Party as a "meeting of the minds" that VOIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

17. ADDITIONAL TERMS AND CONDITIONS

17.1 Legitimately Related Terms. Every interconnection, service and network element provided here shall be subject to all rates, terms and conditions contained in the underlying Interconnection Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification;

remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

17.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between ILEC and CLEC, but that as to the Reciprocal Compensation terms and conditions, this Appendix constitutes the entire agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on Reciprocal Compensation that are not incorporated into this Appendix.

APPENDIX RECORDING

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APPENDIX RECORDING
(Recording, Message Processing And Provision Of Interexchange Carrier Transported Message Detail Appendix)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which **SBC-13STATE** will provide recording, message processing and message detail services as described in **Exhibit I** and **Exhibit II,** Exhibits I and II are part of this Appendix by reference.

1.1.1 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.1.2 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.4 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.1.5 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.1.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. DEFINITIONS

2.1 **"Access Usage Record" (AUR**) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

2.2 **"Assembly and Editing**" - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.

2.3 **"Billing Company**" - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.

2.4 **"Billable Message**" - a message record containing details of a completed IXC transported call which is used to bill an end user.

2.5 **"Centralized Message Distribution System" (CMDS)** - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between **SBC-13STATE** and the Billing Company.

2.6 "**Data Transmission**" - the forwarding by **SBC-13STATE** of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.

2.7 **"Exchange Message Record" (EMR**) - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.

2.8 **"Interexchange Carrier" (IXC)** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.

2.9 **"Interexchange Carrier Transported**" - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.

2.10 "**Local Access and Transport Area" (LATA)** - service areas defined in FCC Docket 78-72.

2.11 "**Message Processing" -** the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.

2.12 "**Originating Local Exchange Carrier Company"** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.

2.13 **"Provision of Message Detail"** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through **SBC-13STATE**'s internal network or national CMDS.

2.14 **"Record"** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

2.15 **"Recording"** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

2.16 **"Service Switching Point" (SSP)** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

2.17 **"Recording Company**" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

2.18 **"Switching Control Point" (SCP)** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.

2.19 **"800 SCP Carrier Access Usage Summary Record" (SCP Record)** - a summary record which contains information concerning the quantity and types of queries launched to an **SBC-13STATE** SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in **Exhibit II** pertaining to the production and forwarding of AUR data.

2.20 "**Terminating Local Exchange Carrier Company**" - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3. RESPONSIBILITIES OF THE PARTIES

3.1 **SBC-13STATE** will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to **SBC-13STATE** provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by **SBC-13STATE** -provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by **SBC-13STATE.**

3.2 **SBC-13STATE** will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by **SBC-13STATE**.

3.3 **SBC-13STATE** will provide access usage records that are generated by **SBC-13STATE**.

3.4 Assembly and editing will be performed on all IXC transported messages recorded by **SBC-13STATE**, during the billing period established by **SBC-13STATE** and selected by CLEC.

3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by **SBC-13STATE** and provided to CLEC.

3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

3.7 **SBC-13STATE** will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.

3.8 In **Exhibit II**, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. **SBC-13STATE** reserves the right to limit the frequency of transmission to existing **SBC-13STATE** processing and work schedules, holidays, etc.

3.9 **SBC-13STATE** will determine the number data files required to provide the access usage record detail to CLEC.

3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of **SBC-13STATE** will not be recovered and made available to CLEC except on an individual case basis at a cost determined by **SBC-13STATE.**

3.11 When **SBC-13STATE** receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, **SBC-13STATE** will forward those messages to CLEC.

3.12 **SBC-13STATE** will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.

4. BASIS OF COMPENSATION

4.1 **SBC-13STATE** as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this agreement on a reciprocal, no-charge basis. CLEC agrees to provide any and all Summary Usage Records (SURs) required by **SBC-13STATE** on a reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.

5.2 When **SBC-13STATE** is notified that, due to error or omission, incomplete data has been provided to the CLEC, **SBC-13STATE** will make reasonable efforts to locate and/or recover the data and provide it to the CLEC at no additional charge. Such requests to recover the data must be made within thirty (30) calendar days from the date the details initially were made available to the CLEC. If written notification is not received within thirty (30) calendar days, **SBC-13STATE** shall have no further obligation to recover the data and shall have no further liability to the CLEC.

5.3 If, despite timely notification by the CLEC, message detail is lost and unrecoverable as a direct result of **SBC-13STATE** having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, **SBC-13STATE** will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, **SBC-13STATE**'s liability to the CLEC shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

5.4 **SBC-13STATE** will not be liable for any costs incurred by the CLEC when the CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by **SBC-13STATE**.

5.5 The CLEC agrees to defend, indemnify, and hold harmless **SBC-13STATE** from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the CLEC, its customers or end users. The CLEC shall defend against all End Users' claims just as if the CLEC had provided such service to its End Users with its own employees.

5.6 The CLEC also agrees to release, defend, indemnify and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by **SBC-13STATE** employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.

5.7 The CLEC also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.

5.8 **SBC-13STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, **SBC-13STATE** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment

and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT I
SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #1: This option has been withdrawn.

Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLECCLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #4: CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

Option #5: CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

Option #6: This option has been withdrawn.

Option #7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

Option #9: This option has been withdrawn.

Option #10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option #11: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #12: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #13: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #14: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #15: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

MESSAGE PROVISIONING

Option #16: The Recording Company will forward all IXC transported message detail records or access usage records to the CLEC generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. The CLEC forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through **SBC-13STATE**'s internal network or using the CMDS network.

Form SW-1773-I

EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive billable messages daily.)

___ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive AURs daily.)

___ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.25 The prices at which SBC agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

2.1 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with **SBC-13STATE**'s obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by **SBC-13STATE** at the discount set forth in Appendix Pricing.

2.1.1 This section applies only to **SBC KANSAS**:

2.1.1.1 CLEC shall select either (1) a uniform rate structure or (2) a three-tier discount structure based on lines, vertical features and toll. The three-tier discount structure will be made available upon written request from CLEC negotiating an interconnection agreement with SWBT.

2.2 **SBC-13STATE** will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.

2.3 Telecommunications Services will be offered by **SBC-13STATE** to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.

2.4 Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which **SBC-13STATE** provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by **SBC-13STATE** to **SBC-13STATE**'s End Users through tariff(s), the rules and regulations associated with **SBC-13STATE**'s retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by **SBC-13STATE** to its End Users.

3.2 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding **SBC-13STATE** retail tariff(s) applicable within that state.

3.3 Except where otherwise explicitly permitted in **SBC-13STATE**'s corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

3.3.1 This section applies only to **SBC TEXAS**:

3.3.1.1 Within the State of Texas, based upon the Texas Commission's arbitration order, **SBC TEXAS** will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers include such items as intraLATA toll, but do not include such items as packages of vertical features.

3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom **SBC-13STATE** offers such services (for example, residence service shall not be resold to business End Users).

3.4.1 **SBC-13STATE** - CLEC may only resell special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific **SBC-13STATE** tariffs.

3.4.2 This section applies only to **SBC SOUTHWEST REGION 5-STATE**: **SBC WISCONSIN**, **SBC OHIO and SBC INDIANA**

3.4.2.1 CLEC may only resell **SBC SOUTHWEST REGION 5-STATE**, **SBC WISCONSIN**, **SBC OHIO** and **SBC INDIANA low income assistance services, e.g.** LifeLine and Link-Up services, where available for resale, according to associated retail state specific tariffs to persons who are eligible for each such service. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific **SBC SOUTHWEST REGION 5-STATE**, **SBC WISCONSIN**, **SBC OHIO** and **SBC INDIANA** tariffs.

3.4.3 This section applies only to **SBC CALIFORNIA**, **SBC SNET** and **SBC ILLINOIS:**

3.4.3.1 **SBC CALIFORNIA**, **SBC SNET** and **SBC ILLINOIS** LifeLine and Link-Up services are not available for resale.

3.4.3.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable

federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.4 This section applies only to **SBC NEVADA:**

3.4.4.1 **SBC NEVADA low income assistance services, e.g.,** LifeLine and Link-Up services are available for resale for a maximum period of 90 days from contract approval date. The CLEC has 90 days from the contract approval date to coordinate with the appropriate federal and state government agencies to establish the CLEC's own low income assistance service(s). At the end of the 90 day period, CLEC is responsible for initiating Local Service Requests (LSR) to the ILEC for converting any existing ILEC Customer Service Records (CSR) from low income designated services to normal residential service. CLEC will be responsible for designating it own billing records and establishing and administering its low income assistance services internally.

3.4.4.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 This section applies only to **SBC NEVADA** and **SBC MISSOURI**:

3.5.2.1 Promotions of eighty-nine (89) days or less are not available to CLEC for resale.

3.5.2.2 Promotions of ninety (90) days or more are available to CLEC for resale at the applicable wholesale discount, state specific.

3.5.3 This section applies only to **SBC CALIFORNIA**, **SBC MIDWEST REGION 5-STATE**, **SBC SNET**, and **SBC ARKANSAS**

3.5.3.1 Promotions of ninety (90) days or less are not available to CLEC for resale.

3.5.3.2 **Promotions of ninety-one (91) days or more are available to CLEC for resale and at the applicable wholesale discount, state specific.**

3.5.4 This section applies only to **SBC KANSAS**, **SBC TEXAS**, and **SBC OKLAHOMA**:

3.5.4.1 Promotions on Telecommunications Services are available to CLEC for resale. The applicable, state specific, wholesale discount will be applied to those promotions of ninety-one (91) days or more.

3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of **SBC-13STATE**'s corresponding retail tariff(s).

3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate **SBC-13STATE** federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.

3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

3.10 **SBC-13STATE** shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by **SBC-13STATE** as the incumbent local exchange carrier.

3.11 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.

3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."

3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record.

3.12 If CLEC is in violation of any provision of this Appendix, **SBC-13STATE** will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify **SBC-13STATE** in writing that the violation has been corrected. **SBC-13STATE** will bill CLEC a sum equal (i) the charges that would have been billed by **SBC-13STATE** to CLEC or any Third Party but for the stated violation and (ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater. Should CLEC dispute the stated violation, CLEC must notify **SBC-13STATE** in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from **SBC-13STATE** and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.

3.13 **SBC-13STATE**'s services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.

3.14 This section applies only to **SBC KANSAS, SBC TEXAS and SBC MISSOURI**:

3.14.1 CLEC may convert current **SBC KANSAS, SBC TEXAS and SBC MISSOURI** End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the State of Kansas or Texas, and

3.14.2 **SBC KANSAS, SBC TEXAS and SBC MISSOURI** and any other reseller of **SBC KANSAS, SBC TEXAS or SBC MISSOURI** local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the State of Kansas, Texas or Missouri.

3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, CLEC and **SBC KANSAS, SBC TEXAS or SBC MISSOURI** shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.

3.14.4 Responsibilities of CLEC in connection with Assumption of CSP Contract Conversions.

3.14.4.1 CLEC shall sign an "Assumption of Existing Agreement" assuming the balance of the terms, including volume, term and termination liability remaining on any current retail **SBC KANSAS**, **SBC TEXAS**, or **SBC MISSOURI** or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount of 5.0% in Kansas and 5.62% in Texas. CLECs may assume tariffed volume and term contracts at the wholesale discount of 8.0% in the State of Kansas and 8.04% in the State of Texas.

3.14.4.2 **SBC MISSOURI** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.14.4.3 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to **SBC KANSAS, SBC TEXAS**, or **SBC MISSOURI** or any other local service provider reselling **SBC KANSAS, SBC TEXAS**, or **SBC MISSOURI** local service.

3.14.4.4 If another reseller of **SBC KANSAS, SBC TEXAS**, or **SBC MISSOURI** local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contact and termination liability with the other reseller. CLEC agrees that **SBC KANSAS, SBC TEXAS**, or **SBC MISSOURI** has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against **SBC KANSAS, SBC TEXAS**, or **SBC MISSOURI** in connection with any conversion by another reseller of **SBC KANSAS, SBC TEXAS,** or **SBC MISSOURI** local service of any CLEC End User(s) that has an existing CSP contract.

3.14.5 Responsibilities of **SBC KANSAS, SBC TEXAS**, and **SBC MISSOURI** in connection with Assumptions of CSP Contract Conversions:

3.14.5.1 **SBC KANSAS**, **SBC TEXAS**, and **SBC MISSOURI** will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.

3.14.5.2 **SBC KANSAS, SBC TEXAS, or SBC MISSOURI** will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to **SBC KANSAS, SBC TEXAS, or SBC MISSOURI**.

3.15 This section applies only to **SBC MIDWEST REGION 5-STATE**:

3.15.1 **SBC MIDWEST REGION 5-STATE** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:

3.15.2.1 **SBC ILLINOIS** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.

3.15.2.2 **SBC MICHIGAN** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.39%.

3.15.2.3 **SBC OHIO**, and **SBC WISCONSIN** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.15.2.4 **SBC INDIANA** tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%. Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost study.

3.15.2.5 **SBC MIDWEST REGION 5-STATE** Non-Standard Service contracts may be assumed, but receive no wholesale discount.

3.15.3 If CLEC elects to terminate a **SBC MIDWEST REGION 5-STATE** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

4.1 Where available, **SBC-13STATE** will afford CLEC's End Users the ability to make 911 calls. In the areas served by **SBC-8STATE**, CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by **SBC-13STATE**, CLEC shall provide **SBC-13STATE** with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by **SBC-13STATE** for purposes of E911 administration. In the areas served by **SBC MIDWEST REGION 5-STATE**, any 911 fees or surcharges associated with Resale accounts shall be included by **SBC MIDWEST REGION 5-STATE** on CLEC's invoice and CLEC agrees to pay Ameritech all such fees and surcharges. **SBC MIDWEST REGION 5-STATE** shall then be responsible for submitting or retaining such fees and surcharges in accordance with the approriate 911 cost recovery plan applicable to the local jurisdiction.

4.1.1 Should any CLEC End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.

4.2 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time.

4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.

4.4 Liability relating to End User Listings

4.4.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to **SBC-13STATE** under this Appendix, and/or CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information,

including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit.

4.5 Each CLEC subscriber will receive one copy per primary End User listing of **SBC-13STATE**'s White Pages directory in the same manner and at the same time that they are delivered to **SBC-13STATE**'s subscribers.

4.5.1 If CLEC's End User already has a current **SBC-13STATE** local White Pages directory, **SBC-13STATE** shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.

4.6 **SBC-8STATE** will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.

4.7 At its request, CLEC may purchase one one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than **SBC-8STATE** "Informational Page". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC-8STATE** the "Informational Page" in the form of camera-ready copy.

4.8 Subject to any blocking that may be ordered by CLEC for its End Users', to the extent Directory Assistance (DA) services are provided to **SBC-13STATE** End Users, **SBC-13STATE** shall provide CLEC's End Users access to **SBC-13STATE** Directory Assistance services. CLEC shall pay **SBC-13STATE** the charges attributable to Directory Assistance services utilized by CLEC's End Users.

4.9 Subject to any blocking that may be ordered by CLEC for its End Users', **SBC-13STATE** will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.

4.10 **SBC-13STATE** offers CLEC the opportunity to customize route its End Users' /OS/DA calls where technically feasible.

4.11 OS/DA Branding

4.11.1 Where technically feasible and/or available, **SBC-13STATE** will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name as outlined below:

4.11.2 Call Branding

4.11.2.1 **SBC-13STATE** will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:

4.11.3 **SBC-13STATE** – CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create CLEC specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.11.4 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

4.12 Branding Load Charges:

4.12.1 **SBC SOUTHWEST REGION 5-STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by **SBC SOUTHWEST REGION 5-STATE** on behalf of CLEC when multiple brands are required on a single Operator Services trunk. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.

4.12.1.1 **SBC MIDWEST REGION 5-STATE –** An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC MIDWEST REGION 5-STATE** on behalf of CLEC when such services are provided. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.12.1.2 **SBC-2STATE –** An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.12.1.3 **SBC SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

5. OS/DA RATE/REFERENCE INFORMATION

5.1 When an **SBC-12STATE** Operator receives a rate request from a CLEC End User, where technically feasible and available, **SBC-12STATE** will quote the applicable OS/DA rates as provided by the CLEC.

5.2 **SBC SNET**- until technically feasible and/or available, when a **SBC SNET** Operator receives a rate request from a CLEC end user, **SBC SNET** will quote the surcharge rate only.

5.3 CLEC will furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

5.4 CLEC will inform **SBC-12STATE**, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-12STATE** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

5.5 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.

5.6 Payphone Services

5.6.1 CLEC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling **SBC-13STATE**'s services offered pursuant to the appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." In its Common Carrier Docket No. 96-128, the FCC ordered **SBC-13STATE** to compensate PSP customers of CLECs that resell **SBC-13STATE**'s services for

certain calls originated from pay telephones. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."

5.6.2 The Parties desire that **SBC-13STATE** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.

5.6.3 **SBC-13STATE** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. **SBC-13STATE** will pay Payphone Compensation to CLEC only for:

5.6.3.1 IntraLATA subscriber 800 calls for which **SBC-13STATE** provides the 800 service to the subscriber and carries the call; and

5.6.3.2 IntraLATA calls placed using **SBC-13STATE**'s prepaid calling card platform and carried by **SBC-13STATE**.

5.6.4 **SBC-13STATE** will not be required to pay any Payphone Compensation for non-sent paid calls.

5.6.5 **SBC-13STATE** will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if **SBC-13STATE** deems it necessary to investigate a call or calls for possible fraud.

5.6.6 **SBC-13STATE** will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. **SBC-13STATE** will not automatically issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to **SBC-13STATE** on the bill.

5.6.7 Nothing in this Appendix entitles CLEC to receive or obligates **SBC-13STATE** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.

5.6.8 CLEC represents and warrants that the only **SBC-13STATE** services that CLEC will make available to PSPs as Payphone Lines are the payphone services that **SBC-13STATE** offers pursuant to the appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix.

5.6.9 Except as provided otherwise in this Section 4.9.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If **SBC-13STATE** pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from **SBC-13STATE**.

5.6.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:

5.6.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or

5.6.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or

5.6.10.3 False representation by CLEC.

5.7 Suspension of Service

5.7.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

5.7.2 **SBC-13STATE** will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated **SBC-13STATE** state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific CLEC Handbooks.

5.7.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

5.7.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

5.7.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

6. USE OF SBC BRAND

6.1 Except where otherwise required by law, CLEC shall not, without **SBC-13STATE**'s prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **SBC-13STATE** or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with **SBC-13STATE** in the provision of Telecommunications Services to CLEC's customers.

7. RESPONSIBILITIES OF SBC-13STATE

7.1 **SBC-13STATE** shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. **SBC-13STATE** shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces, as outlined in Appendix OSS.

7.2 **SBC-13STATE** shall implement CLEC service orders within the same time intervals **SBC-13STATE** uses to implement service orders for similar services for its own End Users.

7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

7.3 CLEC will have the ability to report trouble for its End Users to the appropriate **SBC-13STATE** trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling **SBC-13STATE** will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch **SBC-13STATE**'s network facilities, including those on End User premises.

7.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

7.4 **SBC-13STATE** will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should CLEC elect to subscribe to the DUF, CLEC agrees to pay **SBC-13STATE** the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."

7.5 **SBC-13STATE** shall make Telecommunications Services that **SBC-13STATE** provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. **SBC-13STATE** will notify CLEC of any changes in the terms and conditions under which **SBC-13STATE** offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.

7.5.1 **SBC-13STATE** currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.

7.6 CLEC's End User's activation of Call Trace shall be handled by the **SBC-13STATE** operations centers responsible for handling such requests. **SBC-13STATE** shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.

7.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.

7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify **SBC-13STATE** against any Claim that insufficient information led to inadequate prosecution.

7.6.2 **SBC-13STATE** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7.7 This section applies only to **SBC CALIFORNIA**:

7.7.1 Cooperation on Fraud

7.7.1.1 Traffic Alert Referral Service

7.7.1.1.1 Traffic Alert Referral Service ("TARS") is a service that monitors traffic patterns associated with a CLEC's resold lines. On no less than thirty (30) calendar days written notice, CLEC may order **SBC CALIFORNIA**'s TARS. In providing TARS to CLEC, **SBC CALIFORNIA** notifies the CLEC of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to CLEC information on all 1+ alerts. CLEC understands and agrees that **SBC CALIFORNIA** will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of CLEC to provide **SBC CALIFORNIA** with the correct email address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. **SBC CALIFORNIA** grants to CLEC a non-exclusive right to use the information provided by **SBC CALIFORNIA**. LEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.

CLEC agrees to pay **SBC CALIFORNIA** a recurring usage rate as set forth in Appendix Pricing in the "OTHER (Resale)" category listed as "Traffic Alert Referral Service."

7.7.1.2 CLEC shall be liable for all fraud associated with any resale service to which it subscribes. **SBC CALIFORNIA** takes no responsibility, will not investigate, and will make no adjustments to CLEC's account(s) in cases of fraud or any other related End User dispute.

7.7.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, **SBC CALIFORNIA** shall not be liable for any damages to CLEC or to any other person or entity for **SBC CALIFORNIA**'s actions or the conduct of its employees in providing TARS to CLEC. CLEC shall indemnify, defend, and hold **SBC CALIFORNIA** harmless from any and all claims, lawsuits, costs, damages, liabilities, losses, and expenses, including reasonable attorney fees, resulting from or in connection with CLEC's use of **SBC CALIFORNIA**'s TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of **SBC CALIFORNIA** or its employees.

7.8 This section applies only to **SBC CALIFORNIA**:

7.8.1 **SBC CALIFORNIA** will make available to CLEC an optional service, Repair Transfer Service ("RTS"). In the event a CLEC's End User dials 611 (811-8081 for Priority Business customers) for repair, **SBC CALIFORNIA** will provide a recorded announcement of the CLEC name and number and **SBC CALIFORNIA** will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to **SBC CALIFORNIA** at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the CLEC name and 800/888 numbers for RTS to the CLEC repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes are set forth in the Appendix Pricing in the "OTHER (Resale)" category listed as "Repair Transfer Service." Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

8. RESPONSIBILITIES OF CLEC

8.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. **SBC-13STATE** shall abide by the same applicable laws and regulations.

8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies **SBC-13STATE** or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

8.2.1 **SBC-13STATE** shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to **SBC-13STATE** upon request and at no charge.

8.2.1.1 The following applies to **SBC MICHIGAN** only: The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.

8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further,

when an End User abandons its premise, **SBC-13STATE** is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If **SBC-13STATE**, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, **SBC-13STATE** shall charge CLEC an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."

8.5 Should **SBC-13STATE** receive an order from CLEC for services under this Appendix, and **SBC-13STATE** is currently providing the same services to another local service provider for the same End User, CLEC agrees that **SBC-13STATE** may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from **SBC-13STATE**.

8.5.1 If **SBC-13STATE** receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then **SBC-13STATE** shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from **SBC-13STATE**.

8.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. **SBC-13STATE** will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number "WTN"), and terminal number of all End Users who have disconnected CLEC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC shall pay **SBC-13STATE** for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." CLEC agrees that **SBC-13STATE** may change the per WTN charge, at **SBC-13STATE**'s sole discretion, so long as **SBC-13STATE** provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. **SBC-13STATE** grants to CLEC a non-exclusive right to use the LDR information provided by **SBC-13STATE**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.

8.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.

8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by **SBC-13STATE** for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by **SBC-13STATE**.

8.7 **SBC-13STATE** shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.

8.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

8.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

8.9 CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces as described in this Appendix and Appendix OSS.

8.10 CLEC shall be responsible for providing to its End Users and to **SBC-13STATE** a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.

8.10.1 In the event that CLEC's End Users contact **SBC-13STATE** with regard to repair requests, **SBC-13STATE** shall inform such End Users to call CLEC and may provide CLEC's contact number.

8.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.

8.12 CLEC will provide forecasts to **SBC-13STATE** every January and July using the **SBC-13STATE** network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX SS7

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APPENDIX SS7
APPENDIX FOR THE PROVISION OF SS7 SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. CCS/SS7 is comprised of certain network elements, including Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition to such network elements, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICE DESCRIPTION

2.1 **SBC SNET** does not offer access to the SS7 signaling network under this agreement. Rather, SS7 is available as described in DPUC ordered CT Access Service Tariff Section 18.2.8. SS7 interconnection arrangements between **SBC SNET** and CLEC will be on an individual case basis (ICB) due to the individual architectures of both CLEC and **SBC SNET** signaling networks and unique requirements of the individual parties.

2.2 SS7 Transport

2.2.1 SS7 as defined in this Appendix above, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the **SBC-12STATE** below outlines the requirements by for interLATA signaling.

2.2.2 SS7 Transport provides for the routing and screening of SS7 messages from an **SBC-7STATE** pair of STPs (i.e., a mated pair) to another **SBC-7STATE** pair of STPs. In the **SBC MIDWEST REGION 5-STATE**, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a **SBC MIDWEST REGION 5-STATE** pair of

designated Gateway STPs (i.e., a mated pair) to another **SBC MIDWEST REGION 5-STATE** pair of STPs within the same state only. The screening of messages provides for CLEC designation of signaling points associated with the CLEC and controls which messages may be allowed by the **SBC-12STATE** STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

2.2.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of **SBC-12STATE**'s STP.

2.3 Dedicated Signaling Links

2.3.1 Dedicated Signaling Links provide interconnection to **SBC-12STATE**'s signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between CLEC STPs or switches and the **SBC-12STATE** STP mated pair. The CLEC designated Signaling Points of Interconnection (SPOI) are at **SBC-7STATE**'s STP, an **SBC-7STATE** serving wire center or are collocated in an **SBC-12STATE** wire center. In the **SBC MIDWEST REGION 5-STATE** the SPOI is always collocated in the **SBC MIDWEST REGION 5-STATE** STP serving office. This means of collocation is required in the **SBC MIDWEST REGION 5-STATE** for access to the **SBC MIDWEST REGION 5-STATE** STP. The links are fully dedicated to the use of CLEC and provide the screening and routing usage for the **SBC-12STATE** STP to which the link is connected. Dedicated Signaling Links are available to CLECs for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

2.4 Dedicated Signaling Links include the following elements:

2.4.1 SS7 Link Cross Connect

2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the **SBC-12STATE** STP building and connects the STP Port Termination to the CLEC SPOI.

2.4.2 STP Port Termination

2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an **SBC-12STATE** STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a **SBC-12STATE** STP.

2.4.3 STP Access Link

2.4.3.1 The STP Access Link provides a 56-kilobit per second digital facility when CLEC requires an interoffice facility to connect from the CLEC SPOI to the STP building location.

2.5 The CLEC shall provide the portion of the signaling link from the CLEC premises within the LATA to the **SBC-12STATE** STP location or the CLEC SPOI. CLEC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

2.6 CLEC shall identify to **SBC-12STATE** the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location **SBC-12STATE** shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

2.7 When CLEC uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, CLEC acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

2.8 Dedicated Signaling Links are subject to **SBC-12STATE** compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and **SBC-12STATE** Technical Publication, TP76638. In the **SBC MIDWEST REGION 5-STATE** Technical Publication AM-TR-OAT-000069 will apply in addition to the documents referenced above. In **SBC-2STATE** PUB L-780023-**SBC-2STATE** may be substituted for TP76638 and first interconnections to **SBC CALIFORNIA**'s signaling network per CLEC and per signaling point type of equipment will require completion of **SBC CALIFORNIA**'s CCS/SS7 interconnection questionnaire. Each individual set of links from CLEC switch to **SBC-12STATE** STP will require a pre ordering meeting to exchange information and schedule testing for certification by **SBC-12STATE**.

2.9 Dedicated Signaling Links Technical Requirements

2.9.1 Unbundled Dedicated Signaling Links will perform in the following two ways:

2.9.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and

2.9.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.

2.9.2 When CLEC provides its own switch or STP, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through CLEC purchase of an **SBC-12STATE** dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

2.9.3 In each LATA in which CLEC desires Dedicated Signaling Links for interconnection to the **SBC-12STATE** SS7 Signaling Network, CLEC must purchase dedicated signaling links to each STP of a mated pair of STPs.

2.9.4 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. **SBC-12STATE** will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

2.9.5 When CLEC requests that **SBC-12STATE** add a Signaling Point Code (SPC), CLEC will identify to **SBC-12STATE** the SPCs associated with the CLEC set of links and will pay a non-recurring charge per STP pair at the rates set forth in Appendix PRICING UNE – Schedule of Prices, "Point Code Addition". This rate element will not apply in **SBC-2STATE**.

2.9.6 CLEC will notify **SBC-12STATE** in writing thirty (30) days in advance of any material change in CLEC's use of such SS7 signaling network, including but not limited to any change in CLEC SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.10 Signaling Transfer Points (STPs)

2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

2.10.2 Use of the STP routes signaling traffic generated by action of CLEC to the destination defined by **SBC CALIFORNIA**'s signaling network, excluding messages to and from an **SBC-7STATE** local switching unbundled network element. Integrated services digital network user (ISUP) and Translational Capabilities Application Part (TCAP) signaling traffic addressed to SPs associated with CLEC set of links will be routed to CLEC.

2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a **SBC-12STATE** designated STP pair to a to a **SBC-12STATE** STP pair located in a different LATA. In the **SBC MIDWEST REGION 5-STATE** this arrangement will only be provided for STPs located in the same state. In the **SBC-7STATE**, the rate, per octet, will apply to octets comprising ISUP and TCAP

messages. In the **SBC MIDWEST REGION 5-STATE** the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages. In the **SBC-2STATE**, SS7 transport is not available. However, transit signaling provides the ability for an interconnecting network (ICN) to pass signaling information through the **SBC-2STATE** network to a third party without requiring a trunking connection by a third party with **SBC-2STATE**.

2.10.4 In such instance as CLEC utilizes **SBC-12STATE**'s Local Switching Network Element, CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the **SBC-12STATE** SS7 signaling on a per call basis.

2.11 STP Technical Requirements

2.11.1 STPs will provide signaling connectivity to the following network elements connected to the **SBC-12STATE** SS7 network: **SBC-12STATE** Local Switching or Tandem Switching; **SBC-12STATE** Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the **SBC-12STATE** STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC may specify screening parameters so as to allow transient messages to cross the **SBC-12STATE** SS7 Network. The Parties will identify to each other the GTT type information for message routing. CLEC will pay a non-recurring charge when CLEC requests **SBC-12STATE** add GTT type information for message routing, in connection with its use of unbundled signaling.

2.12 Interface Requirements

2.12.1 **SBC-12STATE** will provide STP interfaces to terminate A-links, B-links, and D-links.

2.12.2 CLEC will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. **SBC-12STATE** will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the **SBC-12STATE** STPs.

2.12.3 **SBC-12STATE** will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the **SBC SOUTHWEST REGION 5-STATE** STPs.

3. MANNER OF PROVISIONING

3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

3.2 SS7 Transport

3.2.1 CLEC shall use SS7 Transport subject to the screening and routing information of the **SBC-12STATE** STPs. **SBC-12STATE** shall provide information to CLEC on the routes and signaling point codes served by the **SBC-12STATE** STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

3.2.2 SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to the **SBC-12STATE** "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a **SBC-12STATE** "regional" STP pair to another **SBC-12STATE** STP pair.

3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which **SBC-12STATE** has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When **SBC-12STATE** does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other **SBC-12STATE** pairs of STPs, until ordered. When **SBC-12STATE** or CLEC, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all

signaling points within, and connected to, the **SBC-12STATE** signaling network pursuant to the standard requirements of the SS7 protocol.

3.3 Disputes concerning the association of a signaling point among specific link sets associated with a **SBC-12STATE** mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

3.4 Dedicated Signaling Links

3.4.1 CLEC shall designate the signaling points and signaling point codes associated with CLEC. CLEC shall provide such information to **SBC-12STATE** to allow **SBC-12STATE** to translate **SBC-12STATE** STPs. The information shall define the screening and routing information for the signaling point codes of CLEC and may include global title address, translation type and subsystem designations as needed.

3.4.2 Signaling links from **SBC-12STATE** mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of links can be either:

3.4.2.1 "A" Link Sets from CLEC's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,

3.4.2.2 "B" Link Sets from CLEC's STPs that are connected to **SBC-12STATE**'s mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of “D” links.)

3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.

3.4.4 A pre-order meeting will define the **SBC-12STATE** facility availability and the degree of diversity in both the **SBC-12STATE** physical network and the CLEC physical network from signaling point to signaling point for the link.

3.4.5 When CLEC requires a STP Access Link, CLEC and **SBC-12STATE** shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.

3.4.6 All applicable signaling point codes for each signaling link must be installed at each of **SBC-12STATE**'s interconnecting STPs.

3.4.7 Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. **SBC-12STATE** makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-**SBC-12STATE** signaling points.

3.4.8 Provisioning of the SS7 Service is in accordance with **SBC-7STATE** TP76638 **SBC MIDWEST REGION 5-STATE** AM-TR-OAT-000069 and GR-905-CORE, as amended or **SBC-2STATE** PUB L780023-**SBC-2STATE**.

3.5 Use of the STP

3.5.1 When CLEC orders **SBC-12STATE** unbundled Local Switching, the use of the STP shall apply. No order or provisioning by CLEC is needed. The **SBC-12STATE** Local Switch will use the **SBC-12STATE** SS7 signaling network.

4. RESPONSIBILITIES OF SBC-12STATE

4.1 **SBC-12STATE** shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which

include, but are not limited to, failure or overload of **SBC-12STATE** or CLEC facilities, natural disasters, mass calling or national security demands.

4.2 **SBC-12STATE** shall determine the GTT route for messages routed to GTT, which are associated with **SBC-12STATE** signaling points.

4.3 **SBC-12STATE** shall define regional functions and local functions of its STPs. **SBC-12STATE** will route ISUP messages within the **SBC-12STATE** signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.

4.4 **SBC-12STATE** shall route messages generated by the action of CLEC throughout the **SBC-12STATE** signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. **SBC-12STATE** will not use any information within messages for any purpose not required by or related to the use of the **SBC-12STATE** signaling network. **SBC-12STATE** will not divulge any message or any part of messages generated by CLEC to any other party, except as required to manage the **SBC-12STATE** signaling network or as may be required by law.

5. RESPONSIBILITIES OF CLEC

5.1 CLEC shall provision the signaling links at CLEC's premises and from CLEC's premises to **SBC-7STATE**'s STP location in a diverse, reliable and technically feasible manner. CLEC shall identify to **SBC-12STATE** the SPC(s) associated with the CLEC set of links.

5.2 CLEC shall identify to **SBC-12STATE** the GTT information for messages that route to CLEC.

5.3 When routing messages addressed to an **SBC-12STATE** Subsystem Number (SSN), CLEC shall use the **SBC-12STATE** defined SSN designation of the **SBC-12STATE** mated STP pair to which the message is routed.

5.4 CLEC shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the **SBC-12STATE** signaling network.

5.5 CLEC shall furnish to **SBC-12STATE**, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. **SBC-12STATE** shall utilize the forecast in its own efforts to project further facility requirements.

5.6 CLEC shall inform **SBC-12STATE** in writing thirty (30) days in advance of any change in CLEC's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by CLEC to be forwarded to **SBC-12STATE**'s network. CLEC shall provide in said notice the reason, by individual SS7 service, for the volume change.

6. BONAFIDE REQUEST PROCESS

6.1 Any request for SS7 service not addressed within this Appendix may be submitted to **SBC-12STATE** via the Bonafide Request ("BFR") process set forth in Appendix UNE.

7. DESCRIPTION OF RATE ELEMENTS SBC MIDWEST REGION 5-STATE

7.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an **SBC MIDWEST REGION 5-STATE** end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.

7.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC

added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

7.3 Signal Formulation

7.3.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the **SBC MIDWEST REGION 5-STATE** tandem for CLEC to **SBC MIDWEST REGION 5-STATE** terminated calls.

7.4 Signal Transport

7.4.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the **SBC MIDWEST REGION 5-STATE** end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the **SBC MIDWEST REGION 5-STATE** end office (excluding LIDB and 800 Access Service).

7.5 Signal Switching

7.5.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

7.6 Signal Tandem Switching

7.6.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an **SBC MIDWEST REGION 5-STATE** STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

8. DESCRIPTION OF RATE ELEMENTS SBC-7STATE

8.1 The following rate elements apply to **SBC-7STATE** SS7 Service:

8.2 SS7 Transport

8.2.1 SS7 Transport shall be measured per octet of information screened and routed.

8.2.2 CLEC shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional **SBC-7STATE** STP pair. A usage rate applies per octet generated by action of CLEC.

8.2.3 SS7 Transport is not available in the **SBC-2STATE**.

8.3 Dedicated Signaling Links

8.3.1 SS7 Link Cross Connect

8.3.1.1 CLEC shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to unbundled dedicated facility or connection to a collocation cage. Rates are per month and nonrecurring installation per first or additional cross connects ordered and shall apply on a per order basis.

8.3.2 STP Port Termination

8.3.2.1 CLEC shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the **SBC-7STATE** STP. One STP Port Termination must be installed at **SBC-7STATE**'s interconnecting STP for each Dedicated Signaling Link.

8.3.2.2 There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

8.3.3 STP Access Link

8.3.3.1 CLEC shall pay the STP Access Link rate element for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month.

8.4 Signaling Point Code Addition

8.4.1 CLEC shall pay the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network signaling point code at a **SBC-7STATE** STP. CLEC shall pay a nonrecurring charge per SPC established at each STP.

8.5 Global Title Translation (GTT) Addition

8.5.1 CLEC shall pay the GTT Addition rate element for the establishment of CLEC's GTA, translation type or subsystem information in the **SBC-7STATE** STP translations. CLEC shall pay a nonrecurring charge per GTT established at each STP.

8.6 Use of the STP Per Call

8.6.1 CLEC shall pay the Use of the STP Per Call rate element for Use of the **SBC-7STATE** STP. The rate shall apply for each call originated by CLEC subscribers using the **SBC-7STATE** Local Switching Network Element. The rate is based on an assumed mean quantity of 200 octets of signaling used for each originated call times the STP Transport rate element.

8.6.2 The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when CLEC uses the **SBC-7STATE** Local Switching network element.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX FOR ACCESS

TO SBC COMMUNICATION INC.'S STRUCTURE

(POLES, CONDUITS, AND RIGHTS OF WAYS)

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APPENDIX FOR ACCESS TO SBC COMMUNICATION INC.'S STRUCTURE (POLES, CONDUITS, AND RIGHTS OF WAYS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.1.1 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.1.2 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.4 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.1.5 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.1.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. DEFINITIONS

2.1 Definitions in general. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.14 except as the context otherwise requires.

2.2 Conduit. The term "conduit" refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Appendix, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.

2.3 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term "conduit system" does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.

2.4 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Appendix, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.

2.5 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term "handhole" refers only to handholes which are part of **SBC-13STATE**'s conduit system and does not refer to handholes which provide access to buried cables not housed within **SBC-13STATE** ducts or conduits. As used in this Appendix, the term "handhole" refers only to handhole structures owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment located within handhole structures.

2.6 Occupancy Permit. The term "occupancy permit" refers to a written instrument confirming that **SBC-13STATE** has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or right-of-way space.

2.7 Maintenance Duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term "maintenance duct" does not include ducts and conduits extending from an **SBC-13STATE** manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

2.8 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare **SBC-13STATE**'s poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party's facilities.

2.9 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of **SBC-13STATE**'s conduit system. As used in this Appendix, the term "manhole" does not include cables and other telecommunications equipment located within manhole structures.

2.10 Other User. The term "Other User" refers to entities, other than the Attaching Party, with facilities on an **SBC-13STATE** pole, duct, conduit or right-of-way to which the Attaching Party has obtained access. Other Users may include **SBC-13STATE**, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in **SBC-13STATE**'s poles, ducts, conduits or rights-of-ways).

2.11 Overlashing. The term "Overlashing" refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.

2.12 Pole. The term "pole" refers to poles (and associated anchors) which are owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment attached to pole structures.

2.13 Rights-of-way. The term "rights-of-way" refers to **SBC-13STATE** owned or controlled legal rights to pass over or through property of another party and used by **SBC-13STATE** for its telecommunications distribution system. For purposes of this Appendix, "rights-of-way" includes property owned by **SBC-13STATE** and used by **SBC-13STATE** for its telecommunications distribution facilities. Rights-of-way does not include:

2.13.1 cables and other telecommunications equipment buried or located on such rights-of-way,

2.13.2 public rights of way (which are owned by and subject to the control of governmental entities), or

2.13.3 any space which is owned and controlled by a third-party property owner and occupied by **SBC-13STATE** with permission from such owner rather than as a matter of legal right.

2.14 Structure. The term "Structure" refers collectively to poles, ducts, conduits and rights-of-way.

3. SCOPE OF APPENDIX

3.1 This Appendix establishes the rates, terms, conditions, and procedures by which **SBC-13STATE** shall provide non-discriminatory access to **SBC-13STATE**'s Structure. Separate tariffs, appendix, or agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Appendix:

3.1.1 **SBC-13STATE**'s central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from **SBC-13STATE**'s central offices;

3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

3.1.3 ducts and conduits located within buildings owned by **SBC-13STATE**; and

3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by **SBC-13STATE** from third-party property owners for purposes other than to house cables and other equipment in active service as part of **SBC-13STATE**'s network distribution operations.

3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.

3.3 No Effect on **SBC-13STATE**'s Right to Abandon, Convey or Transfer Structure Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall in any way affect **SBC-13STATE**'s right to abandon, convey, or transfer to any other person or entity **SBC-13STATE**'S interest in any of **SBC-13STATE**'S Structure. **SBC-13STATE** shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

4. EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

4.1 Effective Date. This Appendix shall be effective as of the _____ day of _____, 2003, or, if this Appendix has been entered into as an appendix, attachment, or exhibit to an interconnection Appendix between the parties, the date of approval by the State Commission of the interconnection Appendix, whichever date first occurs.

4.2 Initial Term. Unless sooner terminated as herein provided, the initial term of this Appendix shall run from the effective date until the end of the calendar year which includes the effective date. In the event this Appendix is entered into as a part of an Interconnection Appendix, this Appendix shall terminate upon the termination of the Interconnection Appendix of which this is apart.

4.3 Automatic Renewal. Unless sooner terminated as herein provided, this Appendix shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date, or in the same fashion as the Interconnection Appendix renews, if a part of the Interconnection Appendix.

4.4 Elective Termination. Either party may terminate this Appendix by giving the other party at least six months prior written notice as provided in this section. The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Appendix or six months after the date the notice is given.

4.5 Elective Termination by **SBC-13STATE** . Attaching Party shall, within 60 days after the effective date of the elective termination by **SBC-13STATE**, either initiate negotiations for continued access to **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Section 28 of this Appendix.

4.6 Effect of Elective Termination. Elective termination of this Appendix by Attaching Party, as permitted under Section 4 of this Appendix, shall not affect Attaching Party's liabilities and obligations incurred under this Appendix prior to the effective date of termination and shall not entitle Attaching Party to the refund of any advance payment made to **SBC-13STATE** under this Appendix. Elective termination of this Appendix by **SBC-13STATE** shall not affect **SBC-13STATE**'s obligations to afford access to **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way owned or controlled by **SBC-13STATE** as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

5. GENERAL PROVISIONS

5.1 Entire Appendix. This Appendix, together with the interconnection Appendix, if any, of which this Appendix is a part, and the Guidelines for Access to **SBC-13STATE** Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and Appendix of the parties.

5.2 Prior Agreements Superseded. This Appendix supersedes all prior Agreements and understandings, whether written or oral, between Attaching Party and **SBC-13STATE** relating to the placement and maintenance of Attaching Party's facilities on and within **SBC-13STATE**'s poles, ducts, and conduits within this State.

5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Appendix, the terms and conditions of this Appendix shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Appendix, any obligations of either party under provisions of this Appendix relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Appendix which, by their terms, are contemplated to survive (or be performed after) termination of this Appendix, will survive the termination of this Appendix.

5.5 Multiple Counterparts. This Appendix may be executed in multiple counterparts.

5.6 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Appendix, be subject to the rates, terms, conditions, and procedures set forth in this Appendix.

5.7 Force Majeure. Except as otherwise specifically provided in this Appendix, neither party will be liable for any delay or failure in performance of any part of this Appendix caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

5.8 Severability. If any article, section, subsection, or other provision or portion of this Appendix is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Appendix as to either party, the invalidity of such provision shall not render this entire Appendix unenforceable and this Appendix shall be administered as if it did not contain the invalid provision.

5.9 Choice of Law. Except to the extent that federal law controls any aspect of this Appendix, the validity of this Appendix, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of this State, applied without regard to the provisions of this State's laws relating to conflicts-of-laws.

5.10 Changes in the Law. The parties agree to negotiate in good faith changes to this Appendix to conform to changes applicable law pertaining to access to poles, ducts, conduits and rights-of-way, including the Pole Attachment Act.

5.11 The parties shall at all times observe and comply with, and the provisions of this Appendix are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

6. DISCLAIMER OF WARRANTIES

6.1 **SBC-13STATE** MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

7. DISPUTE RESOLUTION

7.1 In the event that this Appendix is a part of an Interconnect Agreement between the parties, the dispute resolution provisions of the Interconnection Agreement shall apply to disputes under this Appendix.

8. INDEMNIFICATION

8.1 Definitions. The term "Claims" as used in Section 8 shall mean any suit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.

8.2 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an "indemnifying party") shall be required to indemnify or defend the other party (as an "indemnified party") against, or hold the indemnified party harmless from, any Claims arising out of:

8.2.1 any breach by the indemnified party of any provision of this Appendix or any breach by the indemnified party of the parties' interconnection Appendix, if any;

8.2.2 the violation of any law by any employee of the indemnified party or other person acting on the indemnified party's behalf;

8.2.3 willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party's behalf; or

8.2.4 any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the Claim for which indemnity is requested.

8.3 Workplace Injuries. Except as expressly provided in this Appendix to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of **SBC-13STATE**'s Structure.

8.4 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf.

8.5 THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8.3-8.4 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

8.6 Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3, or other claims subject to Section 8.4) made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party.

8.7 Injuries to Third Parties and Third party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf.

8.8 Indemnification for Environmental Claims.

8.8.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of

8.8.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or

8.8.1.2 any provision or requirement of this Appendix dealing with hazardous substances or protection of the environment.

8.8.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way.

8.8.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any **SBC-13STATE** pole, duct, conduit, or right-of-way.

8.8.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

8.9 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, of every kind and character, made, brought, or sought against **SBC-13STATE** by any person or entity, arising out of or in connection with the subject matter of this Appendix and based on either:

8.9.1 Claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on **SBC-13STATE** due to the placement or presence of Attaching Party's facilities on or within **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way; or

8.9.2 Claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.

8.10 Attaching Party's General Indemnity Obligations to **SBC-13STATE**. This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against **SBC-13STATE** pursuant to this Appendix or other provisions in the parties' interconnection Appendix, if any. Except as otherwise expressly provided in this Appendix to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Appendix, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.

8.11 **SBC-13STATE**'s General Indemnity Obligations to Attaching Party. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from **SBC-13STATE**'s enforcement of its rights against Attaching Party pursuant to this Appendix or other provisions in the parties' interconnection Agreement, if any. Except as otherwise expressly provided in this Appendix to the contrary, **SBC-13STATE** shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with **SBC-13STATE**'s access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, **SBC-13STATE**'s performance of any acts authorized under this Appendix, or the presence or activities of **SBC-13STATE**'s employees or other personnel acting on **SBC-13STATE**'s behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.

9. LIABILITIES AND LIMITATIONS OF LIABILITY

9.1 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.

9.2 **SBC-13STATE** Not Liable to Attaching Party for Acts of Third Parties or Acts of God. By affording Attaching Party access to **SBC-13STATE** Structure **SBC-13STATE** does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 9.5 of this Appendix, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to **SBC-13STATE**'s poles or placed in **SBC-13STATE**'s Structure and **SBC-13STATE** shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 9.5. In no event shall **SBC-13STATE** be liable to Attaching Party under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of (1) any Other User or any person acting on behalf of an Other User, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way in any capacity other than as a

SBC-13STATE employee or person acting on **SBC-13STATE**'s behalf. In no event shall **SBC-13STATE** be liable to Attaching Party under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on **SBC-13STATE**'s behalf, cable cuts by persons other than **SBC-13STATE**'s employees or persons acting on **SBC-13STATE**'s behalf, or other causes beyond **SBC-13STATE**'s control which occur at sites subject to this Appendix.

9.3 Damage to Facilities. Each party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the party and persons acting on the party's behalf. A party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other party, and/or Other Users for any property damaged caused by the party or persons acting on the party's behalf.

9.4 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

10. INSURANCE

10.1 At all times in which the Attaching Party has attachments to **SBC-13STATE** poles, or is occupying **SBC-13STATE** conduit or right-of-way, Attaching Party shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set for below. Such insurance and coverage shall not only cover the Attaching Party, but it must cover all contractors, subcontractors and/or any other person acting on Attaching Party's behalf, that are providing services under this Appendix.

10.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Appendix and Employers Liability insurance with minimum limits of $1,000,000 for Bodily Injury-each accident, $500,000 for Bodily Injury by disease-policy limits and $1,000,000 for Bodily Injury by disease-each employee.

10.1.2 Commercial General Liability insurance with minimum limits of: $10,000,000 General Aggregate limit; $5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $10,000,000 Products/Completed Operations Aggregate limit, with a $5,000,000 each occurrence sub-limit for Products/Completed Operations.

10.1.3 Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired and non-owned vehicles.

10.2 Attaching Party agrees to name **SBC-13STATE** as an Additional Insured on the Commercial General Liability policy and Commercial Automobile Liability Policy.

10.3 **SBC-13STATE** agrees to accept the Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

10.3.1 Workers' Compensation and Employers Liability: Attaching Party submit to **SBC-13STATE** its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Appendix or the employer's state of hire; and

10.3.2 Automobile liability: Attaching Party shall submit to **SBC-13STATE** a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Appendix; and

10.3.3 General liability: Attaching Party must provide evidence acceptable to **SBC-13STATE** that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

10.4 All insurance required in accordance with this section must be in effect before **SBC-13STATE** will issue pole attachment or conduit occupancy permits under this Appendix.

10.5 Attaching Party agrees to provide **SBC-13STATE** with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

11. ASSIGNMENT OF RIGHTS

11.1 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Appendix except as provided in this section.

11.1.1 **SBC-13STATE** may assign its rights, delegate its benefits, and delegate its duties and obligations under this Appendix, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with **SBC-13STATE** or which acquires or succeeds to ownership of substantially all of **SBC-13STATE**'s assets.

11.1.2 Overlashing of Attaching Party's facilities on **SBC-13STATE** poles by a third party will be allowed under the following conditions:

11.1.2.1 The Overlashing entity must enter into an Appendix with **SBC-13STATE** for access to **SBC-13STATE** Structures and abide by the terms and conditions of such an Occupancy Permit.

11.1.2.2 The Overlashing entity must obtain written approval from the Attaching Party and provide a copy to **SBC-13STATE** prior to submitting a request for access to structure.

11.1.2.3 The Overlashing party must submit a written request for access to structure, and indicate on the request that the request is for Overlashing of an existing attachment of the Attaching Party.

11.1.2.4 The Overlashing entity is responsible for paying the fees for Overlashing in APPENDIX I and/or APPENDIX PRICING which are separate and in addition to the fees paid by the Attaching Party.

11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without **SBC-13STATE**'s consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Appendix, subject to the express terms of this Appendix. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an Agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Appendix shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to **SBC-13STATE** that such lender or third party has complied or will comply with all requirements established under this Appendix. Notwithstanding any provisions of this Appendix to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Agreement, including liability to **SBC-13STATE** for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.

11.1.4 No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article,

secured **SBC-13STATE**'s prior written consent to the assignment or transfer, if necessary, and given **SBC-13STATE** notice of the assignment or transfer pursuant to Section 11.3.

11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.

11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by **SBC-13STATE** in writing, no assignment permitted by **SBC-13STATE** under this Agreement shall relieve Attaching Party of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 8 of this Agreement or the interconnection agreement, if any.

11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. **SBC-13STATE** may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Agreement.

11.5 Sub-Permits Prohibited. Nothing contained in this Agreement shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or occupancy permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES

12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Appendix and all occupancy permits subject to this Appendix shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to **SBC-13STATE**'s poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way.

12.2 Individual occupancy permits subject to this Appendix shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or right of way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.

12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to **SBC-13STATE**'s Structure shall not materially interfere with or impair service over any facilities of **SBC-13STATE** or any Other User, cause material damage to **SBC-13STATE**'s plant or the plant of any Other User, impair the privacy of communications carried over the facilities of **SBC-13STATE** or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, **SBC-13STATE** may limit, terminate or refuse access if Attaching Party violates this provision.

12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach.

12.5 The complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given, and

12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or

12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.

12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

13. FAILURE TO ENFORCE

13.1 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

14. CONFIDENTIALITY OF INFORMATION

14.1 Information Provided by Attaching Party to **SBC-13STATE**. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by Attaching Party to **SBC-13STATE** in connection with this Appendix (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about **SBC-13STATE** facilities. This article does not limit the use by **SBC-13STATE** of aggregate information relating to the occupancy and use of **SBC-13STATE**'s Structure by firms other than **SBC-13STATE** (that is, information submitted by Attaching Party and aggregated by **SBC-13STATE** in a manner that does not directly or indirectly identify Attaching Party).

14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to **SBC-13STATE** in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.

14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, **SBC-13STATE** and persons acting on **SBC-13STATE**'s behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:

14.3.1 posting information, as necessary, to **SBC-13STATE**'s outside plant records;

14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing **SBC-13STATE**'s Structure and any **SBC-13STATE** facilities located on, within, or in the vicinity of such Structure;

14.3.3 performing **SBC-13STATE**'s obligations under this Agreement and similar agreements with third parties;

14.3.4 determining which of **SBC-13STATE**'s Structure are (or may in the future be) available for **SBC-13STATE**'s own use, and making planning, engineering, construction, and budgeting decisions relating to **SBC-13STATE**'s Structure;

14.3.5 preparing cost studies;

14.3.6 responding to regulatory requests for information;

14.3.7 maintaining **SBC-13STATE**'s financial accounting records; and

14.3.8 complying with other legal requirements relating to Structure.

14.4 Defense of Claims. In the event of a dispute between **SBC-13STATE** and any person or entity, including Attaching Party, concerning **SBC-13STATE**'s performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, **SBC-13STATE** may utilize confidential or proprietary information submitted by Attaching Party in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that **SBC-13STATE** shall not disclose Attaching Party's proprietary or confidential information without first, at **SBC-13STATE**'s option:

14.4.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;

14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or

14.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding **SBC-13STATE** from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that **SBC-13STATE** shall not disclose Attaching Party's proprietary or confidential information without first, at **SBC-13STATE**'s option:

14.5.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;

14.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or

14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

15. ACCESS TO RIGHTS-OF-WAY

15.1 To the extent **SBC-13STATE** has the authority to do so, **SBC-13STATE** grants Attaching Party a right to use any right-of-way for **SBC-13STATE** poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on **SBC-13STATE**'s poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the **SBC-13STATE** pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by **SBC-13STATE**. **SBC-13STATE** does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the

property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.

15.3 Access to Rights-of-Way Generally. At locations where **SBC-13STATE** has access to third-party property pursuant to non-exclusive rights-of-way, **SBC-13STATE** shall not interfere with Attaching Party's negotiations with third-party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where **SBC-13STATE** has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, **SBC-13STATE** shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits **SBC-13STATE** to provide such access, and provided further that **SBC-13STATE**'s charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by **SBC-13STATE** to obtain the right-of-way, plus any other documented legal, administrative, and engineering costs incurred by **SBC-13STATE** in obtaining the right-of-way and processing Attaching Party's request for access.

16. SPECIFICATIONS

16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix and the Administrative Guide.

16.1.1 **SBC CALIFORNIA ONLY**- In addition to the terms and conditions included in this Appendix, **SBC CALIFORNIA** shall comply with any requirements set forth in California Public Utility Commission Decision 98-10-058.

16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

16.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

16.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");

16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");

16.2.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,

16.2.5 the **SBC-13STATE** Structure Access Guidelines

16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of **SBC-13STATE**'s manholes and access to **SBC-13STATE**'s conduit system.

16.3.1 Attaching Party will notify **SBC-13STATE** not less than 5 business days in advance before entering **SBC-13STATE**'s conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.

16.3.2 An authorized employee or representative of **SBC-13STATE** may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within **SBC-13STATE**'s conduit system. Attaching Party shall reimburse **SBC-13STATE** for costs associated with the presence of **SBC-13STATE**'s authorized employee or representative.

16.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

17. ACCESS TO RECORDS

17.1 **SBC-13STATE** will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of **SBC-13STATE**'s Structure. Upon request, **SBC-13STATE** will meet with the Attaching Party to clarify matters relating to maps, records or additional information. **SBC-13STATE** does not warrant the accuracy or completeness of information on any maps or records.

17.2 Maps, records or information are and remain the proprietary property of **SBC-13STATE**, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to **SBC-13STATE**'s Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

17.3 **SBC-13STATE** will provide information currently available on the **SBC-13STATE"**'s maps and/or records regarding:

17.3.1 the location of Structure and street addresses for manholes and poles as shown on **SBC-13STATE**'s maps;

17.3.2 the footage between manholes or lateral ducts lengths, as shown on **SBC-13STATE**'s maps;

17.3.3 the footage between poles, if shown on **SBC-13STATE**'s maps;

17.3.4 the total capacity of the Structure

17.3.5 the existing utilization of the Structure.

17.4 **SBC-13STATE** will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by **SBC-13STATE**.

17.5 **SBC-13STATE** will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to the Attaching Party.

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified **SBC-13STATE** poles or placing facilities within specified **SBC-13STATE** ducts, conduits, or rights-of-way.

18.2 Structure Access Request Form. To apply for an occupancy permit under this Appendix, Attaching Party shall submit to **SBC-13STATE** the appropriate **SBC-13STATE** request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific **SBC-13STATE** Structure.

18.3 Make-Ready Survey. A Make-Ready survey must be completed by **SBC-13STATE** or the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable **SBC-13STATE** to

18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to **SBC-13STATE** structures;

18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare **SBC-13STATE**'s poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy; and

18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

19.1 Selection of Space. **SBC-13STATE** will select or approve the Attaching Party's selection of the space Applicant will occupy on **SBC-13STATE**'s poles or in **SBC-13STATE**'s conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this

Appendix. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by **SBC-13STATE**, Attaching Party, and other parties entitled to access underapplicable law.

19.2 Pole, Duct, and Conduit Space Assignments.

19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by **SBC-13STATE**, the pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

19.2.2 **SBC CALIFORNIA**: The pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months in **SBC CALIFORNIA** only as detailed by the California Public Utility Commission.

19.2.3 **SBC-13STATE** may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If **SBC-13STATE** assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate **SBC-13STATE** record if **SBC-13STATE** has not occupied such assigned space within such 12 month period.

19.2.4 **SBC CALIFORNIA**: Space assignment is 9 months in California.

19.2.5 Notices and applications including assignment requests will be date-and time-stamped on receipt.

20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)

20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to **SBC-13STATE** Structure, **SBC-13STATE** shall provide a written response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, **SBC-13STATE** will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. **SBC-13STATE** will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

20.2 If access is granted the response will further advise Attaching Party in writing of:

20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare **SBC-13STATE**'s Structure, and

20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.

20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either

20.3.1 submit payment for the estimate authorizing **SBC-13STATE** or its contractor to complete the make-ready work; or

20.3.2 advise **SBC-13STATE** of its willingness to perform the proposed make-ready work itself if permissible in the application area.

20.4 Make-ready work performed by Attaching Party, or by an authorized contractor selected by Attaching Party, shall be performed in accordance with **SBC-13STATE**'s specifications and in accordance with the same standards and practices which would be followed if such work were being performed by **SBC-13STATE** or **SBC-13STATE**'s contractors. Neither Attaching Party nor authorized contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of **SBC-13STATE**'s Structures or interferes with any existing use of **SBC-13STATE**'s facilities or the facilities of any Other User.

20.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in **SBC-13STATE**'s poles, ducts, conduits and rights of ways.

20.6 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to **SBC-13STATE** for the use of such additional capacity. If **SBC-13STATE** utilizes additional space or capacity created at Attaching Party's expense, **SBC-13STATE** will reimburse Attaching Party on a pro-rata basis for **SBC-13STATE**'s share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. **SBC-13STATE** will notify the Attaching Party if any entity, including **SBC-13STATE**, attaches facilities to additional capacity on **SBC-13STATE**'s Structure created at the Attaching Party's expense. **SBC-13STATE** shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.

20.7 If Attaching Party utilizes space or capacity on any **SBC-13STATE** Structure created at **SBC-13STATE**'s expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of **SBC-13STATE**'s capacity creation costs.

20.8 Occupancy Permit and Attachment. After all required make-ready work is completed, **SBC-13STATE** will issue an occupancy permit confirming that Attaching Party may attach specified facilities to **SBC-13STATE**'s Structure.

20.9 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will considered available for use by **SBC-13STATE** or Other User.

*__SBC CALIFORNIA__ only: Space assignment shall not exceed nine (9) months in California.

20.10 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by **SBC-13STATE** to the Attaching Party.

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to **SBC-13STATE**'s poles and the placement of such facilities in **SBC-13STATE**'s ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.

21.2 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide **SBC-13STATE** with a construction schedule and thereafter keep **SBC-13STATE** informed of anticipated changes in the construction schedule.

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located on or within **SBC-13STATE**'s poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.

22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by **SBC-13STATE**. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify **SBC-13STATE** of such use and must either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

23.1 Notification of Planned Modifications. Attaching Party shall notify **SBC-13STATE** in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a **SBC-13STATE** Structure. The notice shall contain sufficient information to enable **SBC-13STATE** to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.

23.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same **SBC-13STATE** Structure, and may overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with **SBC-13STATE** and other users in making rearrangements to **SBC-13STATE** Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.

24.2 Whenever feasible, **SBC-13STATE** shall give Attaching Party not less than 30 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, **SBC-13STATE** will rearrange at Attaching Party's expense.

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.

25.1.1 Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.

25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify **SBC-13STATE** within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the **SBC-13STATE** conduit system and using the maintenance duct

for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 2.7, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.

25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance ducts. Entities not vacating the maintenance duct must provide an immediate maintenance duct at the entity's cost.

25.2 Designation of Emergency Repair Coordinators and Other Information. For each **SBC-13STATE** construction district, Attaching Party shall provide **SBC-13STATE** with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify **SBC-13STATE** of changes to such information.

25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, **SBC-13STATE**, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.

25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

25.3.3 **SBC-13STATE** shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by **SBC-13STATE** on a nondiscriminatory basis in accordance with the principles set forth in this section.

25.4 Emergency Pole Replacements.

25.4.1 When emergency pole replacements are required, **SBC-13STATE** shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.

25.4.2 If notified by **SBC-13STATE** that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an **SBC-13STATE** replacement pole, the transfer shall be in accordance with **SBC-13STATE**'s placement instructions.

25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise **SBC-13STATE** and thereby authorize **SBC-13STATE** (or any Other User sharing the pole with **SBC-13STATE**) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf.

25.5 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.

25.5.1 Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

25.5.2 Attaching Party shall reimburse **SBC-13STATE** for the costs incurred by **SBC-13STATE** for work performed by **SBC-13STATE** on Attaching Party's behalf in accordance with the provisions of this article.

26. INSPECTION BY SBC OF ATTACHING PARTY'S FACILITIES

26.1 Post-Construction Inspections. **SBC-13STATE** will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to **SBC-13STATE**'s Structures for the purpose of determining the conformance of the attachments to the occupancy permit. **SBC-13STATE** will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany **SBC-13STATE** on the post-construction inspection.

26.2 Right to Make Periodic or Spot Inspections. **SBC-13STATE** shall have the right, but not the obligation, to make periodic or spot inspections of all facilities attached to **SBC-13STATE**'s Structure. These inspections will not be made more often than once every 2 years unless in **SBC-13STATE**'s judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement.

26.3 If Attaching Party's facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Appendix, **SBC-13STATE** may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to **SBC-13STATE**'s Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to **SBC-13STATE** and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment.

27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in **SBC-13STATE**'s Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.

27.2 Removal of Untagged Facilities. **SBC-13STATE** may, without notice to any person or entity, remove from **SBC-13STATE**'s poles or any part of **SBC-13STATE**'s conduit system the Attaching Party's facilities, if **SBC-13STATE** determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on **SBC-13STATE**'s poles or in **SBC-13STATE**'s conduit system.

27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to **SBC-13STATE**'s poles or anchors or within any part of **SBC-13STATE**'s conduit system, **SBC-13STATE**, without prejudice to other rights or remedies available to **SBC-13STATE** under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit

is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Appendix.

27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Appendix, Attaching Party shall acknowledge receipt of the notice and submit to **SBC-13STATE**, in writing, an application for a new or amended occupancy permit with respect to such facilities.

27.5 Approval of Request and Retroactive Charges. If **SBC-13STATE** approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to **SBC-13STATE** for all fees and charges associated with the unauthorized attachments as specified in Section 27.10 of this Appendix. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by **SBC-13STATE** of any of its rights or privileges under this Appendix or otherwise.

27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from **SBC-13STATE**'s poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable **SBC-13STATE** licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date Attaching Party is notified by **SBC-13STATE** of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at **SBC-13STATE**'s request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to **SBC-13STATE** or another Other User, and shall pay **SBC-13STATE** for all costs incurred by **SBC-13STATE** in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.

27.7 Removal of Unauthorized Attachments. If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, **SBC-13STATE** shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, **SBC-13STATE** may, at **SBC-13STATE**'s option, remove Attaching Party's facilities at Attaching Party's expense.

27.8 No Ratification of Unpermited Attachments or Unauthorized Use of **SBC-13STATE**'s Facilities. No act or failure to act by **SBC-13STATE** with regard to any unauthorized attachment or occupancy or unauthorized use of **SBC-13STATE**'s Structure shall be deemed to constitute a ratification by **SBC-13STATE** of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

28. REMOVAL OF ATTACHING PARTY'S FACILITIES

28.1 When Applicant no longer intends to occupy space on a **SBC-13STATE** pole or in a **SBC-13STATE** duct or conduit, Applicant will provide written notification to **SBC-13STATE** that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.

28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from **SBC-13STATE**'s Structure.

28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to **SBC-13STATE**'s manholes.

28.1.3 Applicant shall be solely responsible for the removal of its own facilities from **SBC-13STATE**'s Structure.

28.2 At **SBC-13STATE**'s request, Attaching Party shall remove from **SBC-13STATE**'s Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to **SBC-13STATE** that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in **SBC-13STATE**'s Structure.

28.3 Removal Following Termination of Occupancy permit. Attaching Party shall remove its facilities from **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way within 60 days after termination of the occupancy permit.

28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from **SBC-13STATE**'s Structures within 60 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.

28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in **SBC-13STATE**'s Structure would cause a forfeiture of the rights of **SBC-13STATE** to occupy the property where such Structure is located, **SBC-13STATE** will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. **SBC-13STATE** will give Attaching Party not less than 60 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of **SBC-13STATE**'s rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.

28.6 Removal of Facilities by **SBC-13STATE**; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from **SBC-13STATE**'s Structure in accordance with the provisions of Sections 28.1-28.6 of this Appendix, **SBC-13STATE** may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. **SBC-13STATE** shall give Attaching Party not less than 60 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.

28.7 Removal of Facilities by **SBC-13STATE**. If **SBC-13STATE** removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse **SBC-13STATE** for **SBC-13STATE**'s costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

29. RATES, FEES, CHARGES, AND BILLING

29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Appendix will be set forth in APPENDIX PRICING as part of the Interconnection Agreement. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.

29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, **SBC-13STATE** shall have the right to change the rates, charges and fees outlined in this Appendix. **SBC-13STATE** will provide the Attaching Party 60 days written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

30. PERFORMANCE AND PAYMENT BONDS

30.1 Bond May Be Required. **SBC-13STATE** may require Attaching Party, authorized contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other

forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Appendix.

30.1.1 If a bond or similar form of assurance is required of Attaching Party, an authorized contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to **SBC-13STATE** adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing **SBC-13STATE** 60 days written notice.

30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Appendix. In the event any lien, claim or demand is made on **SBC-13STATE** by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, **SBC-13STATE** may require, in addition to any security provided under Section 30.1 of this Appendix, that Attaching Party execute payment or performance bonds, or provide such other security, as **SBC-13STATE** may deem reasonable or necessary to protect **SBC-13STATE** from any such lien, claim or demand.

31. NOTICES

31.1 Notices to Attaching Party. All written notices required to be given to a party shall be delivered or mailed to the party's duly authorized agent or attorney, as designated in this section.

31.1.1 Such notice may be delivered to the party's duly authorized agent or attorney in person or by agent or courier receipted delivery.

31.1.2 Such notice may be mailed to the party's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

31.1.3 Notices to a party shall be sent to the authorized agent or attorney designated below:

NOTICE CONTACT	ATTACHING PARTY	**SBC-13STATE** CONTACT
NAME/TITLE	Mark Jozwiak Executive Vice President	Contract Administration ATTN: Notices Manager
STREET ADDRESS	820 W. Jackson Boulevard, Suite 650	311 S. Akard, 9th Floor Four SBC Plaza
CITY/STATE/ZIP CODE	Chicago, IL 60607	Dallas, TX 75202-5398
FACSIMILE NUMBER	312.441.1010	214-464-2006

31.2 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

32. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

32.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Appendix which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties;

limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no permit; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire Agreement.

APPENDIX UNE

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APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

1.1 This Appendix UNE sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to unbundled network elements (UNEs) for the provision by CLEC of a Telecommunications Service. ((Act, Section 251(c)(2)(B); 47 CFR § 51.305(a)(2)(vi)). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.25 The Prices at which **SBC-13STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. TERMS AND CONDITIONS

2.1 **SBC-13STATE** and CLEC may agree to connect CLEC's facilities with **SBC-13STATE**'s network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(2)(B); 47 CFR § 51.305(a)(2)(vi)).

2.2 **SBC-13STATE** will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR § 51.307(a)):

2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));

2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR § 51.307(a));

2.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR § 51.307 (c);

2.2.4 In a manner that allows access to the facility or functionality of a requested UNE to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));

2.2.5 With technical information regarding **SBC-13STATE**'s network facilities to enable CLEC to achieve access to UNEs (47 CFR § 51.307(e));

2.2.6 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));

2.2.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR § 51.309(b));

2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself (47 CFR § 51.313(b)).

2.2.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251(d)(2)).

2.2.10 Except upon request of CLEC, **SBC-13STATE** shall not separate CLEC-requested UNEs that are currently combined. (47 CFR § 51.315(b)) **SBC-13STATE** is not prohibited from or otherwise limited in separating any UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a UNE(s) or other **SBC-13STATE** offering(s).

2.3 As provided for herein, **SBC-13STATE** will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, **SBC-13STATE** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).

2.4 **SBC-13STATE** will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.

2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **SBC-13STATE** provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).

2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of **SBC-13STATE**.

2.8 **SBC-13STATE** will not connect to or combine UNEs with any non-251(c)(3) or other **SBC-13STATE** offering with the exception of tariffed Collocation services.

2.9 Provisioning/Maintenance of Unbundled Network Elements

2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as **SBC-13STATE** may elect at its own discretion. **SBC-13STATE** will provide access to UNEs where technically feasible. Where facilities and equipment are not available, **SBC-13STATE** shall not be required to provide UNEs. However, CLEC may request and, to the extent required by law, **SBC-13STATE** may agree to provide UNEs, through the Bona Fide Request (BFR) process.

2.9.2 Subject to the terms herein, **SBC-13STATE** is responsible only for the installation, operation and maintenance of the UNEs it provides. **SBC-13STATE** is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.

2.9.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to **SBC-13STATE** for future provisioning needs, unless such UNE is disconnected in error. The CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of a CLEC's End User's service.

2.9.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit **SBC-13STATE** to test and make adjustments appropriate for

maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

2.9.5 CLEC's use of any **SBC-13STATE** UNE, or of its own equipment or facilities in conjunction with any **SBC-13STATE** network element, will not materially interfere with or impair service over any facilities of **SBC-13STATE**, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, **SBC-13STATE** may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.

2.9.6 When a **SBC-13STATE** provided tariffed or resold service is replaced by CLEC's facility based service using any **SBC-13STATE** provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using **SBC-13STATE** provided UNEs is converted to a different CLEC's service which also uses any **SBC-13STATE** provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by **SBC-13STATE** and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

2.9.7 CLEC shall connect equipment and facilities that are compatible with the **SBC-13STATE** network elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

2.9.8 UNEs may not be connected to or combined with **SBC-13STATE** access services or other **SBC-13STATE** tariffed service offerings with the exception of tariffed Collocation services where available. CLEC shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with **SBC-13STATE**'s network.

2.10 Performance of UNEs

2.10.1 Each UNE will be provided in accordance with **SBC-13STATE** Technical Publications or other written descriptions, if any, as changed from time to time by **SBC-13STATE** at its sole discretion.

2.10.2 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 the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

2.10.3 **SBC-13STATE** may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for UNEs from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension **SBC-13STATE** places on itself for orders from its End Users.

2.10.4 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.

2.11 New Combinations Involving UNEs

2.11.1 Subject to the provisions hereof and upon CLEC request, **SBC-13STATE** shall meet its combining obligations involving UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. _____, No. 00-511, 2002 WL 970643 (May 13, 2002) ("*Verizon Comm. Inc.")* and, to the extent not inconsistent therewith, the rules and orders of relevant State Commission and any other Applicable Law.

2.11.2 In the event that **SBC-13STATE** denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC, **SBC-13STATE** shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. If such dispute cannot be resolved to the mutual satisfaction of the parties, **SBC-13STATE** shall initiate a proceeding before the State commission for the State in which the combination is sought, to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.*, and the Agreement, including Section 2.11.1 of this Appendix.

2.11.3 In accordance with and subject to the provisions of this Section 2.11, including Section 2.11.3.2 and 2.11.5, the new UNE combinations set forth in the Schedule(s) – UNE Combinations attached and incorporated into this Appendix UNE shall be made available to CLEC as specified in the specific Schedule for a particular State.

2.11.3.1 A "Pre-existing Combination" shall not be considered a new combination involving UNEs under this Section. A Pre-existing Combination includes all orders within the definition of "Contiguous Interconnection of Network Elements."

2.11.3.1.1 "Contiguous Interconnection of Network Elements" means the situation when CLEC orders all the **SBC-13STATE** UNEs required either

(1) to convert to a combinations of UNEs an **SBC-13STATE** End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or CLEC's or another carrier's resale End User customer; or

(2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for CLEC (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance ("OS/DA") calls from the End User customer to be served by that Pre-Existing Combination to CLEC's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, *e.g.*, call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by **SBC-13STATE**, the End User customer in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, *e.g.*, the loop facility is being used to provide both a voice service and also an xDSL service. (Section 2.11.3.1.1(2)(b) only applies to orders involving customized routing after customized routing has been established to CLEC's OS/DA platform from the relevant **SBC-13STATE** local switch, including CLEC's payment of all applicable charges to establish that routing.)

2.11.3.1.2 Reconfigurations under Section 19 of this Appendix UNE shall not be considered a new combination involving UNEs under this Section.

2.11.3.2 The parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as **SBC-13STATE** being required to perform the functions necessary to combine UNEs and to combine UNEs with elements possessed by a requesting telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, **SBC-13STATE** is willing to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in the Schedule(s) – UNE Combinations to this Appendix UNE, subject to the following:

2.11.3.2.1 Section 2.11, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, **SBC-13STATE** from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by **SBC-13STATE**. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect **SBC-13STATE** from taking any position with respect to combinations including UNEs or any issue or subject addressed or related thereto.

2.11.3.2.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, **SBC-13STATE** shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.11.3.2.2 shall apply in accordance with its terms, regardless of the provision found at "GENERAL TERMS AND CONDITIONS," Paragraph 21, "Intervening Law" or any similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this Section 2.11.3.2.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.

2.11.3.2.3 Without affecting the application of Section 2.11.3.2.2 (which shall apply in accordance with its provisions), upon notice by **SBC-13STATE**, the parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, and to eliminate any **SBC-13STATE** obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

2.11.3.3 For a new UNE combination listed on a Schedule – UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including

without limitation, whether electronic ordering is available for any particular included new UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.

2.11.3.4 For a new UNE combination listed on a Schedule – UNE Combinations, CLEC shall issue appropriate service requests. These requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

2.11.3.5 Upon notice by **SBC-13STATE**, the parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by **SBC-13STATE** in providing the new UNE combinations set forth in Schedule(s) – UNE Combinations, which work is not covered by the charges applicable per Section 2.11.3.4. For any such work that is required to be done by **SBC13-STATE** under Section 2.11.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by **SBC13-STATE**, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

2.11.4 In accordance with and subject to the provisions of this Section 2.11, any request not included in Section 2.11.3 in which CLEC wants **SBC-13STATE** to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.

2.11.4.1 In any such BFR, CLEC must designate among other things the UNE(s) sought to be combined and the needed location(s), the order in which the UNEs and any CLEC elements are to be connected, and how each connection (*e.g.*, cross-connected) is to be made between an **SBC-13STATE** UNE and the network element(s) possessed by CLEC.

2.11.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work that is required to be done by **SBC-13STATE** under Section 2.11.1. 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 2.11.1, CLEC shall be charged a market-based rate for any such work.

2.11.5 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section 2.11 apply only in situations where each of the following is met:

2.11.5.1 it is technically feasible, including that network reliability and security would not be impaired;

2.11.5.2 **SBC-13STATE**'s ability to retain responsibility for the management, control, and performance of its network would not be impaired;

2.11.5.3 **SBC-13STATE** would not be placed at a disadvantage in operating its own network;

2.11.5.4 it would not impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with **SBC-13STATE**'s network; and

2.11.5.5 CLEC is

2.11.5.5.1 unable to make the combination itself; or

2.11.5.5.2 a new entrant and is unaware that it needs to combine certain UNEs to provide a telecommunications service, but such obligation under this Section 2.11.5.5 ceases if **SBC-13STATE** informs CLEC of such need to combine.

2.11.6 For purposes of Section 2.11.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the UNE(s) sought to be combined are available to CLEC, including without limitation:

2.11.6.1 at an **SBC-13STATE** premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;

2.11.6.2 for **SBC CALIFORNIA** only, within an Adjacent Location arrangement (as described in Section 4 of this Appendix).

2.11.7 Section 2.11.5.5 shall only begin to apply thirty (30) days after notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 2.11.5.5 with respect to any request for a combination involving UNEs.

2.11.8 Nothing in this Agreement shall impose any obligation on **SBC-13STATE** to provide UNEs, combinations of UNEs, or combinations of UNE(s) and CLEC's own elements beyond those obligations imposed by the Act, including the rules and orders of the FCC and *Verizon Comm. Inc.* and, to the extent not inconsistent therewith, the rules and orders of the relevant State Commission and any other Applicable Law. The preceding includes without limitation the following:

2.11.8.1 The UNE combination known as an "enhanced extended loop" or "EEL" (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and when needed, multiplexing) shall only be provided to CLEC to the extent that the EEL is used to provide a significant amount of local exchange service to a particular End User customer [this limitation is the same as the requirements set forth in the FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000)];

2.11.8.2 **SBC-13STATE** will not connect to or combine UNEs with any non-251(c)(3) or other **SBC-13STATE** offerings with the exception of tariffed Collocation services;

2.11.8.3 **SBC-13STATE** need not provide combinations involving network elements that do not constitute required UNEs, or where UNEs are not requested for permissible purposes.

3. ACCESS TO UNE CONNECTION METHODS

3.1 This Section describes the connection methods under which **SBC-13STATE** agrees to provide CLECs with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which **SBC-13STATE** makes these methods available. These methods provide CLEC access to multiple **SBC-13STATE** UNEs which the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine UNE loops, switch ports, and dedicated transport within a requested **SBC-13STATE** Central Office.

3.1.1.1 (Method 1)

SBC-13STATE will extend **SBC-13STATE** UNEs requiring cross connection to the CLEC's Physical Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.2 (Method 2)

SBC-13STATE will extend **SBC-13STATE** UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.3 (Method 3)

SBC-13STATE will extend **SBC-13STATE** UNEs to the CLEC's UNE frame that is located outside the **SBC-13STATE** Central Office where the UNEs are to combined in a closure such as a cabinet provided by **SBC-13STATE** on **SBC-13STATE** property.

3.2 The following terms and conditions apply to all methods when **SBC-13STATE** provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:

3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, **SBC-13STATE** will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.

3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of **SBC-13STATE** Central Office space and equipment.

3.2.3 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.

3.2.4 CLECs may elect to access **SBC-13STATE**'s UNEs through Physical Collocation arrangements.

3.2.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.

3.2.6 CLEC shall refer trouble sectionalized in the **SBC-13STATE** UNE to **SBC-13STATE**.

3.2.7 Prior to **SBC-13STATE** providing access to UNEs under this Appendix, CLEC and **SBC-13STATE** shall provide each other with a point of contact for overall coordination.

3.2.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs when CLEC combines or disconnects UNEs.

3.2.9 All tools, procedures, and equipment used by CLEC to connect to **SBC-13STATE**'s network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.

3.2.10 CLEC shall be responsible for CLEC's personnel observing **SBC-13STATE**'s site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If **SBC-13STATE** for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on **SBC-13STATE**'s premises, CLEC shall immediately comply with such request. Such person shall leave **SBC-13STATE**'s premises promptly, and CLEC shall not furnish such person again to perform work on **SBC-13STATE**'s premises without **SBC-13STATE**'s consent.

3.2.11 CLEC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to **SBC-13STATE** premises and/or facilities. **SBC-13STATE** identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to **SBC-13STATE** premises will be granted only to CLEC employees with such identification.

3.2.12 CLEC shall designate each UNE being ordered from **SBC-13STATE**. CLEC shall provide an interface to receive assignment information from **SBC-13STATE** regarding location of the extended UNEs. This interface may be manual or mechanized.

3.2.13 **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.

3.2.14 The CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in **SBC-13STATE** equipment areas.

3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.

3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to **SBC-13STATE** UNEs will be made on an individual case basis (ICB).

3.2.15.2 **SBC-13STATE** will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, **SBC-13STATE** will ensure that the first CLEC obtaining Access to UNEs in an **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security.

3.2.15.3 **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* This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions in which **SBC CALIFORNIA** offers the Adjacent Location Method.

4.2* The Adjacent Location Method allows a CLEC to access loops, switch ports, and dedicated transport for a CLEC location adjacent to a **SBC CALIFORNIA** Central Office as identified by **SBC CALIFORNIA**. Under this method **SBC CALIFORNIA** UNEs will be extended to the adjacent location, via copper cabling provided by the CLEC, which the CLEC can then utilize to provide Telecommunications Service.

4.3* 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).

4.4* The CLEC will obtain all necessary rights of way, easements, and other third party permissions.

4.5* The following terms and conditions apply when **SBC CALIFORNIA** provides the adjacent location:

4.5.1 The CLEC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.

4.6* 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.

4.7* 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.

4.8* The CLEC will be responsible for testing and sectionalization of facilities from the customer's location to the entrance manhole.

4.9* [1]The CLEC should refer any sectionalized trouble determined to be in **SBC CALIFORNIA**'s facilities to **SBC CALIFORNIA**.

4.10* 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.

4.11* 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.

4.12* 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.

4.13* The CLEC will pay Time and Materials charges when **SBC CALIFORNIA** dispatches personnel and failure is in the CLEC's facility.

4.14* **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.

4.15* 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.

4.16* The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

5. BONA FIDE REQUEST

5.1 This Bona Fide Request process described in Item I of this Section 5 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 5 shall apply to each Bona Fide Request submitted in the **SBC SNET** Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the **SBC CALIFORNIA** Territory. If CLEC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 5 (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**.

5.2 **Item I**

SBC-10STATE, SBC NEVADA
Bona Fide Request Process

5.2.1 A Bona Fide Request (**"BFR"**) is the process by which CLEC may request **SBC-10STATE, SBC NEVADA** to (i) provide CLEC access to an additional or new, undefined UNE, that is required to be provided by **SBC-10STATE, SBC NEVADA** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request, or (ii) perform combining pursuant to Section 2.11.4 (each of (i) and (ii) referred to as a "Request").

5.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

5.2.3 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

[1] * Section 4 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragrahp 2.10.1

CLEC shall provide a technical description of each requested UNE or combination, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

5.2.4 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:

5.2.4.1 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

5.2.4.2 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).

5.2.5 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.

5.2.6 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.

5.2.7 **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.

5.2.8 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 SBC-10STATE, SBC NEVADA** will not offer the Request. If **SBC-10STATE, SBC NEVADA** indicates it will not offer the Request, **SBC-10STATE, SBC NEVADA** will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by **SBC-10STATE, SBC NEVADA** under the Act and/or, iii) that the BFR is not the correct process for the request.

5.2.9 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.

5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **SBC-10STATE, SBC NEVADA** shall provide to CLEC a BFR Quote.

5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse **SBC-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 Section 10 of the GTC. 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 A** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

5.2.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions section of this agreement.

5.3* Item II

SBC SNET Bona Fide Request Process

5.3.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to **SBC SNET**, with the following exceptions:

5.3.2 Section 5.2.1 is amended to add the following: A CLEC may submit a BFR to request new UNEs or Combinations of UNEs provided the request is not covered by one of the following conditions:

5.3.2.1 The UNEs or combinations requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.

5.3.2.2 The UNEs or combinations requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state commission or an industry standards body.

5.3.2.3 The UNEs or combinations requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.

5.3.2.4 If the request is covered by one of the conditions listed above, **SBC SNET** will make these items generally available.

5.3.3 Section 5.2.4 and 5.2.5 are amended as follows: No charges apply for **SBC SNET** to prepare the Preliminary Analysis.

5.3.4 Section 5.2.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by **SBC SNET** after **SBC SNET** submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits

* Section 5.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

its request for **SBC SNET** to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time **SBC SNET** receives the written notice of cancellation from CLEC. However, if **SBC SNET** receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by **SBC SNET** or the estimate in the BFR Quote plus twenty percent (20%).

5.3.5 Section 5.2.7 is amended as follows: **SBC SNET** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SBC SNET** will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once **SBC SNET** has received a complete and accurate BFR Application Form.

5.3.6 **SBC SNET** will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.

5.3.7 For **SBC SNET**, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of Department on the matter in dispute.

5.4* Item III

Pacific Bona Fide Request Process

5.4.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to **SBC CALIFORNIA**, with the following exceptions:

5.4.2 Section 5.2.1 is amended as follows: A Bona Fide Request (**"BFR"**) is the process by which CLEC may request **SBC CALIFORNIA** to provide CLEC access to an additional or new, undefined UNE, or a combination of UNEs,

5.4.3 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.

5.4.4 Section 5.2.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.

5.4.5 Section 5.2.8 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).

5.4.6 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

* Section 5.4 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new UNE, combination of UNEs, or interconnection arrangement required by law.

5.4.7 If **SBC CALIFORNIA** refers CLEC to an alternate process details the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

5.5 Bona Fide Request Ordinarily Combined Unbundled Network Elements (BFR-OC UNEs)

5.5.1 In **SBC ILLINOIS AND SBC MICHIGAN**, CLEC may avail itself of the terms and conditions set forth in the respective state tariff on file with the respective state regulatory agency addressing the BFR-OC process.

6. NETWORK INTERFACE DEVICE

6.1 The Network Interface Device (NID) UNE is defined as any means of interconnection of End User customer premises wiring to **SBC-13STATE**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-13STATE** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below (**SBC-12STATE**) or by tariff (**SBC SNET**).

6.2 **SBC-12STATE** will permit CLEC to connect its local loop facilities to End Users' premises wiring through **SBC-12STATE**'s NID, or at any other technically feasible point.

6.3 CLEC may connect to the End User's premises wiring through the **SBC-12STATE** NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **SBC-12STATE** based on Time and Material charges. **SBC-12STATE**, at the request of CLEC, will disconnect the **SBC-12STATE** local loop from the NID, at charges reflected in the state specific Appendix Pricing.

6.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **SBC-12STATE**'s NID where necessary.

6.5 The **SBC-12STATE** NIDs that CLEC uses under this Appendix will be existing NIDs installed by **SBC-12STATE** to serve its End Users.

6.6 CLEC shall not attach to or disconnect **SBC-12STATE**'s ground. CLEC shall not cut or disconnect **SBC-12STATE**'s loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

7. LOCAL LOOP

7.1 Pursuant to applicable FCC rules, a local loop UNE is a dedicated 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. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by **SBC-13STATE**. The local loop UNE includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop UNE includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in **SBC-13STATE** wire centers.

CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

7.2 The following types of local loop UNEs will be provided at the rates, terms, and conditions set out in this Appendix (**SBC-12STATE**) or by tariff (**SBC SNET**) and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff (**SBC SNET**):

7.2.1 2-Wire Analog Loop

7.2.1.1 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.

7.2.1.2 If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) **SBC-12STATE** will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, **SBC-12STATE** will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

7.2.2 4-Wire Analog Loop

7.2.2.1 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.

7.2.3 2-Wire Digital Loop

7.2.3.1 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.

7.2.4 4-Wire Digital Loop

7.2.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

7.2.5 DS3 Digital Loop

7.2.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the **SBC-13STATE** Central Office to the end user premises.

7.2.6 OC3 Loop

7.2.6.1 The OC3 155.520 Mbps loop provides an optical transmission facility from the **SBC SOUTHWEST REGION 5-STATE** and/or **SBC CALIFORNIA** central office to the end user premises. OC3 concatenated service is also available.

7.2.7 OC12 Loop

7.2.7.1 The OC12 622.080 Mbps loop provides an optical transmission facility from the **SBC SOUTHWEST REGION 5-STATE** and/or **SBC CALIFORNIA** central office to the end user premise. OC12 concatenated service is also available.

7.2.8 OC48 Loop

7.2.8.1 The OC48 2488.320 Mbps loop provides an optical transmission facility from the **SBC SOUTHWEST REGION 5-STATE** and/or **SBC CALIFORNIA** central office to the end user premise. OC48 concatenated service is also available.

7.3 Unbundled DS1, DS3, and/or optical loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in

Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with **SBC-13STATE**'s processes implementing the Supplemental Order.

8. SUB-LOOP ELEMENTS

8.1 **SBC-12STATE** will provide sub-loop elements as unbundled network elements as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, **SBC SNET** does not offer Subloop elements under this Agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.

8.1.1 A sub-loop unbundled network element is defined as any portion of the loop from **SBC-12STATE's** central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal in **SBC-12STATE**'s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within.

8.2 Definitions pertaining to the Sub-Loop:

8.2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

8.2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

8.2.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

8.2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network. "Feeder cable" is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.

8.2.5 "MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.

8.2.6 "MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.

8.2.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

8.2.8 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

8.2.9 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user's premise.

8.2.10 "SPOI" is defined as a Single Point of Interconnection. When there is a single Demarcation Point in a Multi-Tenant Environment, the SPOI is the Demarcation Point and the SPOI will allow ILECs and CLECs to interconnect to wiring owned or controlled by the property owner of their agent. When there is multiple Demarcation Points in a Multi-Tenant Environment, the SPOI will allow ILECs and CLECs to interconnect to wiring that is part of the regulated network and is owned and controlled by the ILEC.

8.2.11 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.

8.2.12 "Term-to-NID" is that portion of the loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID includes use of the Network Terminating Wire (NTW).

8.3 **SBC-12STATE** will offer the following subloop types:

8.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

8.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

8.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

8.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.

8.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

8.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

8.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user capacity up to 144 Kbps.

8.4 Left Blank Intentionally.

8.5 Subloops are provided "as is" unless CLEC requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

8.6 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.

8.7 Twisted-pair Copper Subloops:

8.7.1 Access to terminals for twisted-pair copper subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
- the Main Distributing Frame (MDF),
- the Terminal (underground or aerial).

8.8 CLEC may request access to the following twisted-pair copper subloop segments:

	FROM:	TO:
1.	Main Distributing Frame	Serving Area Interface or
	Feeder Distribution Interface	
2.	Main Distributing Frame	Terminal
3.	Serving Area Interface or	
	Feeder Distribution Interface	Terminal

4.	Serving Area Interface or Feeder Distribution Interface	Network Interface Device
5.	Terminal	Network Interface Device
6.	NID	Stand Alone
7.	*SPOI (Single Point of Interface)	Stand Alone

∗ Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

8.9 High Capacity Subloops:

8.9.1 Access to terminals for high capacity subloops is defined to include:

any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),

the Remote Terminal (RT), only when cross-connect access is available at that RT

the Terminal (underground or aerial).

8.9.2 CLEC may request access to the high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT).

8.10 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

8.11 Provisioning:

8.11.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

8.11.2 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

8.12 Maintenance:

8.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the **SBC-12STATE** switch/testing equipment will be lost.

8.12.2 CLEC shall isolate trouble to the **SBC-12STATE** Subloop portion of the CLEC's service before reporting trouble to **SBC-12STATE**.

8.12.3 **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.

8.12.4 Once all subloop access arrangements have been completed and balance of payment due **SBC-12STATE** is received, the CLEC may place a LSR for subloops at this location. Prices at which **SBC-12STATE** agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.

8.12.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a SAA, **SBC-13STATE** repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should the CLEC cabling require replacement, **SBC-13STATE** will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

8.13 Subloop Access Arrangements:

8.13.1 Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **SBC-12STATE** subloop network.

8.13.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.

8.13.3 Upon receipt of a complete and correct application, **SBC-12STATE** will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When CLEC submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

8.13.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.

8.13.5 Subloop inquiries do not serve to reserve subloop(s).

8.13.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.

8.13.7 CLEC will be responsible for obtaining rights of way from owners of property where **SBC-12STATE** has placed the equipment necessary for the SAA prior to submitting the request for SCA.

8.13.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, the CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.

8.13.9 Except as set forth below in this Section 8.13.9, construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to **SBC-12STATE** written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. **SBC-12STATE** will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 8.13.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, **SBC-12STATE** will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

8.13.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a **SBC-12STATE** technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into **SBC-12STATE**'s interconnection point.

8.13.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow **SBC-12STATE** to properly engineer access to each SAI and to ensure **SBC-12STATE** does not provide more available terminations than the CLEC expects to use.

8.13.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

8.13.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.

8.13.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay **SBC-12STATE** for removal of their facilities from the SAA.

8.14 Subloop Access Arrangement (SAA) Access Points:

8.14.1 SAI/FDI or Terminal

8.14.1.1 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.

8.14.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on available binding posts in the SAI/FDI or Terminal.

8.14.1.3 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.

8.14.1.4 Dead counts will be offered as long as they have not been placed for expansion **purposes** planned within the 12-month period beginning on the date of the inquiry LSR.

8.14.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, **SBC-12STATE** may choose to increase capacity of the SAI/FDI by the method of it's **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 it's cable at the SAI/FDI.

8.14.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points are all terminated to assignable cable pairs, **SBC-13STATE** may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities for which the CLEC will be charged.

8.15 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

8.15.1 **SBC-12STATE** shall notify CLEC of pending relocation as soon as **SBC-12STATE** receives such notice.

8.15.2 CLEC shall notify **SBC-12STATE** of it's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

8.15.3 **SBC-12STATE** shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and **SBC-12STATE** engineer.

8.15.4 CLEC shall notify **SBC-12STATE** of acceptance or rejection of the new SCA within 10 business days of it's receipt of **SBC-12STATE**'s estimate.

8.15.5 Upon acceptance of the **SBC-12STATE** estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify **SBC-12STATE** of their acceptance of estimate costs.

8.15.6 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.

8.15.7 In the event that CLEC does not respond to **SBC-12STATE** in time to have their facilities relocated, **SBC-12STATE** shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.

8.16 RT (for DS3 Subloop):

8.16.1 The CLEC may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on a fiber/coax interconnection block to be constructed in the RT.

8.16.2 The CLEC may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and **SBC-12STATE** will stub out a cable from the RT, which **SBC-12STATE** will splice to the CLEC cable at the meet point.

9. ENGINEERING CONTROLLED SPLICE (ECS)

9.1 Although under no obligation to do so at non-Pronto sites, as a voluntary offering**, SBC-13STATE** will also make available an Engineering Controlled Splice (ECS), which will be owned by **SBC-13STATE**, for CLECs to gain access to subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements.

9.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

9.2.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that **SBC-13STATE** will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If **SBC-13STATE** elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.

9.2.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if **SBC-13STATE** places more pairs at the splice.

9.2.3 **SBC-13STATE** will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although **SBC-13STATE** will construct the engineering controlled splice, the ECS maybe owned by **SBC-13STATE** or the CLEC (depending on the specific arrangement) at the option of **SBC-13STATE**.

9.2.4 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.

9.2.5 **SBC-13STATE** may require a separate SCA for each remote terminal site.

9.2.6 Except as set forth below in this Section 9.2.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop is to be provisioned by **SBC-13STATE**. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. **SBC-12STATE** will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 9.3. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, **SBC-13STATE** will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty

percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

9.3 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

9.3.1 Dedicated Facility Option (DFO)

9.3.1.1 CLEC may request **SBC-13STATE** splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent subloop orders.

9.3.1.2 CLEC must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.1.3 CLECs will compensate **SBC-13STATE** for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to the CLEC between the ECS and the SAI.

9.3.2 Cross-connected Facility Option (CFO)

9.3.2.1 CLEC may request **SBC-13STATE** build an ECS cross-connect junction on which to terminate CLEC's SAA facility.

9.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of **SBC-13STATE** cabling between the ECS and the RT and/or SAI, and the inventorying of that **SBC-13STATE** cabling.

9.3.2.3 CLEC must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.2.4 CLECs will compensate **SBC-13STATE** for the charges incurred by **SBC-13STATE** derived from the CLEC's request for the SCA.

10. PACKET SWITCHING

10.1 **SBC-13STATE** will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

10.1.1 **SBC-13STATE** has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

10.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

10.1.3 **SBC-13STATE** has not permitted a requesting carrier to deploy DSLAM at the remote terminal, pedestal or environmentally controlled vault or **other** interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and

10.1.4 **SBC-13STATE** has deployed packet switching capability for its own use.

11. LOCAL SWITCHING

11.1 The Unbundled Local Switching (ULS) capability, to be provided on an unbundled basis pursuant to this Agreement, is defined as set forth in FCC Rule 51.319. Pursuant to that Rule, ULS includes:

11.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

11.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and

11.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:

11.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ILEC customers, such as a telephone number, white page listing, and dial tone;

11.1.3.2 access to OS/DA and 9-1-1; and

11.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex.

11.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

11.2.1 Unbundled Local Switching uses routing instructions resident in the **SBC-12STATE** switch to direct all CLEC traffic.

11.2.2 Vertical features, CLASS features, and other features resident in the **SBC-12STATE** switch providing the ULS port are available under ULS. Refer to state specific Appendix Pricing for **SBC-12STATE** and Section 18 of the Connecticut Service Tariff for **SBC SNET**.

11.2.3 **SBC-12STATE** will allow CLEC to designate the features and functions that are available on a particular ULS port to the extent such features and functions are activated in that switch or as may be requested by the Bona Fide Request process. When CLEC purchases ULS in **SBC-12STATE**, CLEC will be required to designate the features and functions that are to be activated on each ULS port.

11.2.4 ULS as provided by **SBC-12STATE** includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

11.2.5 **SBC-12STATE** will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. CLEC agrees to respond to **SBC-12STATE's** notifications regarding network congestion.

11.2.6 **SBC-12STATE** will perform testing through ULS for CLECs in the same manner and frequency that it performs for its own customers for an equivalent service.

11.2.7 **SBC-12STATE** will repair and restore any **SBC-12STATE** equipment that may adversely impact ULS.

11.2.8 **SBC-12STATE** will provide usage detail for each ULS port via on a daily basis. Refer to state specific Appendix pricing.

11.2.9 **SBC-12STATE** will provide CLEC the functionality of blocking calls (e.g., 900 calls, international calls (IDDD), and toll calls) by line or trunk to the extent that **SBC-12STATE** provides such blocking capabilities to its End Users and to the extent required by federal and/or State law.

11.2.10 At **SBC-13STATE**'s discretion and upon not less than ninety (90) days' written notice to CLEC, **SBC-13STATE** may elect to discontinue providing ULS or to provide ULS at market prices to CLECs serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which **SBC-13STATE** can demonstrate that, as of the date

on which CLEC receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.

a) A territory shall constitute an "Exception Territory" if it constitutes the service area of **SBC-13STATE** offices that both are assigned to density zone 1 and are located within one of the Top 50 Metropolitan Statistical Areas ("MSAs"). The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

b) In the Exception Territory where **SBC-13STATE** elects to offer the Enhanced Extended Loop (EEL) in accordance with the UNE Remand Order, the EEL would be available to the CLEC in the Exception Territory at prices which are set in accordance with the pricing standards of Section 252 of the Act. Such prices would be specified in Appendix Pricing. **SBC-13STATE** may only exercise its rights to discontinue or market-price ULS under this Section for CLEC End Users involving four or more lines.

11.2.10.1 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose customer account detail similar to customer service records that **SBC-13STATE** provides to the CLEC through pre-ordering process.

11.2.10.2 Nothing in this Section shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End User customer account with respect to which **SBC-13STATE** may exercise its rights under this Section.

11.3 Customized Routing

11.3.1 Subject to switch limitations, Custom Routing is available upon CLEC request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction. CLEC will pay the customized routing charges reflected in Appendix Pricing.

11.4 Unbundled Local Switching Usage Sensitive Rate Element

11.4.1 Usage rates will apply to ULS on a per minute basis. See the Appendix Pricing for the state specific ULS rates (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SBC SNET**.

11.5 Switch Ports

11.5.1 In **SBC-12STATE**, a Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

11.5.1.1 Line Switch Ports – **SBC-12STATE**

11.5.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.

11.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a CLEC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

11.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

11.5.1.1.4 ISDN Basic Rate Interface (BRI) Port is a 2-wire line side switch connection which provides two 64 kbps "B" (bearer) channels for circuit switched voice and/or data and on 16 kpbs "D" (delta) channel for signaling.

11.5.1.2 Trunk Side Switch Ports – **SBC-12STATE**

11.5.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

11.5.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port is a trunk side switch connection that provides twenty-three 64 kbps "B" channels for digital voice and data and one 64 kbps "D" channel.

11.5.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications. Also this ULS Trunk Port is used to terminate dedicated facilities associated with completing ULS Custom Routing calls in **SBC MIDWEST REGION 5-STATE**.

11.5.2 Switch Ports are available for **SBC SNET** pursuant to the Connecticut Access Service Tariff.

11.6 Tandem Switching

11.6.1 Tandem Switching is defined as:

11.6.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

11.6.1.2 the basic switching function of connecting trunks to trunks; and

11.6.1.3 all technically feasible functions that are centralized in Tandem Office Switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

11.6.2 The charges for Tandem Switching are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SBC SNET**.

12. SHARED TRANSPORT

12.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

12.1.1 **SBC-12STATE** provides access to unbundled shared transport only when purchased in conjunction with a ULS port that CLEC subscribes to for the purpose of delivering traffic from/to a CLEC End User as set forth below.

12.1.1.1 Unbundled Local Switching is provided under Section 11 of this Appendix UNE.

12.1.1.2 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in **SBC MIDWEST REGION 5-STATE**. ULS-ST is provided on a per ULS port basis.

12.1.1.3 Unbundled Network Element – Local Switching with Shared Transport is available for **SBC SNET** pursuant to the Connecticut Access Service Tariff.

12.1.2 **SBC MIDWEST REGION 5-STATE** provides to CLECs subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 ("FCC Conditions").

12.1.3 ULS-ST permits the CLEC to access the interoffice network of **SBC MIDWEST REGION 5-STATE** for the origination from and completion to the associated ULS port of End User local traffic to and from **SBC MIDWEST REGION 5-STATE** switches or third-party switches. ULS-ST also permits access to that network, using Common Transport and Tandem Switching, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC'd/LPIC'd Interexchange Carrier for that ULS port is not directly connected to the **SBC MIDWEST REGION 5-STATE** switch providing that ULS port. **SBC MIDWEST REGION 5-STATE** will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.

12.1.4 All CLEC's local traffic between **SBC MIDWEST REGION 5-STATE** switches will use Shared Transport and all local CLEC's traffic to non-**SBC-12STATE** switches will use the transit function of Shared Transport (with this transit function being referred to as "Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.

12.1.5 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. **SBC-12STATE** reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.

12.1.6 **SBC-12STATE**'s ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the **SBC-12STATE** network.

12.1.7 In providing ULS-ST, **SBC-12STATE** will use the existing **SBC-12STATE** routing tables contained in **SBC-12STATE** switches, as **SBC-12STATE** may change those tables from time to time including after CLEC purchases ULS-ST.

12.1.8 **SBC-12STATE** will provide SS7 signaling on interswitch calls originating from an ULS port. CLEC will be charged for the use of the **SBC-12STATE** signaling on a per- call basis.

12.2 Custom Routing of OS/DA with ULS-ST

12.2.1 CLEC can only mix ULS-ST and custom routing within a **SBC MIDWEST REGION 5-STATE** end office switch where CLEC chooses to custom route all of its OS and/or all of its DA (OS/DA) traffic for its End Users served by **SBC MIDWEST REGION 5-STATE**'s ULS-ST ports in that **SBC MIDWEST REGION 5-STATE** end office switch. If this custom routing for OS/DA is chosen in a given **SBC MIDWEST REGION 5-STATE** end office switch, then all End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by CLEC.

12.2.2 CLEC must provide **SBC MIDWEST REGION 5-STATE** routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where CLEC has End Users served via ULS-ST ports. CLEC will be charged by **SBC MIDWEST REGION 5-STATE** for the establishment of each custom route for OS or DA traffic in an end office switch.

12.2.3 **SBC MIDWEST REGION 5-STATE** will direct all custom routed local OS and/or local DA calls using the Advanced Intelligence Network programming developed to be compatible with ULS-ST to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by CLEC.

12.2.4 CLEC will request custom OS/DA routing for use with ULS-ST other than described in this Section via the Bona Fide Request process.

12.3 ULS-ST Usage-Sensitive Rating

12.3.1 **SBC-12STATE** will charge CLEC ULS usage rates for intraswitch and interswitch traffic originating from an ULS port and for interswitch traffic terminating to an ULS port.

12.3.2 **SBC-12STATE** will charge CLEC using **SBC-12STATE**'s Shared Transport a usage-sensitive Blended Transport rate in addition to the originating ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an **SBC-12STATE** end office or to/from a non-**SBC-12STATE** end office.

12.3.3 The charges for Shared Transport are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SBC SNET**.

12.4 Reciprocal Compensation associated with ULS-ST

12.4.1 For the traffic to which reciprocal compensation applies and subject to the other provisions in this Agreement regarding reciprocal compensation:

12.4.2 As to ULS-ST only, **SBC MIDWEST REGION 5-STATE** will charge CLEC using **SBC MIDWEST REGION 5-STATE**'s ULS-ST a Reciprocal Compensation rate specific to ULS-ST for interswitch local traffic originated from a ULS-ST port and terminated to a **SBC MIDWEST REGION 5-STATE** end office.

12.4.3 As to ULS-ST only, CLEC will reciprocally charge **SBC MIDWEST REGION 5-STATE** for interswitch local traffic originated from a **SBC MIDWEST REGION 5-STATE** end office and terminated to an ULS-ST port at the same rate as ULS usage rate associated with ULS-ST a Reciprocal Compensation rate.

12.4.4 CLEC will be solely responsible for establishing compensation arrangements with all telecommunications carriers to which ULS-ST traffic is delivered or from which ULS-ST traffic is received, including all ULS-ST traffic carried by Shared Transport-Transit.

12.5 IntraLATA and InterLATA Toll Rate Application

12.5.1 When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through **SBC MIDWEST REGION 5-STATE** tandem switch(es) and transmission facilities, **SBC MIDWEST REGION 5-STATE** will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the **SBC MIDWEST REGION 5-STATE** end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic.

12.5.2 The ULS-ST usage-sensitive charges (per minute of use) described in this Section are set forth in the Appendix Pricing.

12.6 Application of Usage Sensitive Charges for ULS-ST

12.6.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).

12.6.2 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

12.6.2.1 CLEC will be charged ULS-O usage charges of use for a call originating from an CLEC ULS line port or trunk port that terminates to a **SBC MIDWEST REGION 5-STATE** end user line, Resale line, or any unbundled line port or trunk port which is connected to the same end office switch.

12.6.2.2 CLEC will be charged ULS-O usage charges for a Centrex-like ULS intercom call in which CLEC's End User dials from one Centrex-like station to another Centrex-like station in the same common block defined system.

12.6.2.3 **SBC MIDWEST REGION 5-STATE** will not bill ULS-T usage charges for Intraswitch calls that terminate to a CLEC ULS port.

12.6.3 Interswitch Calls - calls not originating and terminating in the same switch, i.e., not the same 11-digit Common Language Location Identifier (CLLI) end office:

12.6.3.1 Local Calls

12.6.3.1.1 General Principles

12.6.3.1.1.1 When a call originates from a CLEC ULS-ST port, CLEC will be charged ULS-O usage and SS7 signaling charges. If the call routes over **SBC MIDWEST REGION 5-STATE**'s shared transport network, CLEC will pay charges for Blended Transport usage in addition to ULS-O usage charges.

12.6.3.1.1.2 The Parties agree that, for local calls originated over ULS-ST, **SBC MIDWEST REGION 5-STATE** will not be required to

record and will not bill actual tandem switching usage. Rather, CLEC will be charged the rate shown on Appendix Pricing UNE - Schedule of unbundled shared transport Prices labeled "ULS-ST Blended Transport," for each minute of use, whether or not the call actually traverses the tandem switch.

12.6.3.1.1.3 When a call terminates to a CLEC ULS-ST port, CLEC will pay ULS-T usage charges.

12.6.3.1.1.4 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

12.6.3.2 IntraLATA and InterLATA Toll Calls

12.6.3.2.1 General Principles

12.6.3.2.1.1 "1+" intraLATA calls from CLEC ULS-ST ports will be routed to the originating End User's IntraLATA Primary Interexchange Carrier (LPIC) choice. When a "1+" interLATA call is initiated from an ULS-ST port, it will be routed to the End User's interLATA (PIC) choice.

12.6.3.2.1.2 When an intraLATA or interLATA toll call originates from a CLEC ULS-ST port, **SBC MIDWEST REGION 5-STATE** will not charge originating access charges to CLEC or the IXC except that **SBC MIDWEST REGION 5-STATE** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC MIDWEST REGION 5-STATE** as its transport provider.

12.6.3.2.1.3 When an intraLATA or interLATA toll call terminates to a CLEC ULS-ST port, **SBC MIDWEST REGION 5-STATE** will not charge terminating access to CLEC or the IXC except that **SBC MIDWEST REGION 5-STATE** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC MIDWEST REGION 5-STATE** as its transport provider.

12.6.3.2.1.4 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

12.6.3.3 Toll Free Calls

12.6.3.3.1 When CLEC uses an ULS-ST port to initiate an intraLATA 800-type call, **SBC MIDWEST REGION 5-STATE** will perform the appropriate database query and will route the call to terminating **SBC MIDWEST REGION 5-STATE** "Success 800" subscriber. CLEC will be charged the 800 database query, ULS-O usage, and SS7 signaling charges.

12.6.3.3.2 When CLEC uses an ULS-ST port to initiate an 800-type call where the terminating port is not an **SBC MIDWEST REGION 5-STATE** "Success 800" subscriber, **SBC MIDWEST REGION 5-STATE** will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query, ULS-O usage, and SS7 signaling charges. If 800-type call is routed using **SBC MIDWEST REGION 5-STATE** tandem, then **SBC MIDWEST REGION 5-STATE** will also charge ULS-ST Common Transport and ULS-ST Tandem Switching usage charges. **SBC MIDWEST REGION 5-STATE** will not charge originating access charges to CLEC or the IXC except that **SBC MIDWEST REGION 5-STATE** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where

the IXC has chosen **SBC MIDWEST REGION 5-STATE** as its transport provider.

13. INTEROFFICE TRANSPORT

13.1 The Interoffice Transport (IOT) Unbundled Network Element is defined as **SBC-12STATE** interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned by **SBC-12STATE**, or requesting CLEC, or between switches owned by **SBC-12STATE** or CLEC. IOT will be provided only where such facilities exist at the time of CLEC request. Other than as specifically set out elsewhere in this agreement, **SBC SNET** does not offer Interoffice Transport (IOT) under this agreement. Rather, IOT is available as described in Section 18 of the Connecticut Tariff FCC No. 39.

13.2 **SBC-12STATE** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

13.3 Unbundled Dedicated Transport

13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and are technically feasible) between two Wire Centers or switches owned by **SBC-12STATE** or between a Wire Center or switch owned by **SBC-12STATE** and a CLEC owned or provided switch.

13.3.2 **SBC-12STATE** will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps) including OC3 concantenated (OC3-c), OC12 (622.08 Mbps) Including OC12 concantenated (OC12-c), and OC48 (2488.32 Mbps) including OC48 concantenated (OC48-c). **SBC-12STATE** will provide higher speeds to CLEC as they are deployed in the **SBC-12STATE** network. **SBC-12STATE** provides OCN Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist.

13.3.3 UDT includes the following elements:

13.3.3.1 Interoffice Transport – a circuit between two **SBC12-STATE** Wire Centers.

13.3.3.2 Entrance Facility – a circuit from **SBC-12STATE** serving Wire Center to the CLEC's location.

13.3.3.3 Multiplexing – an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.

13.3.3.4 Other Optional features are outlined in Appendix Pricing.

13.4 Diversity

13.4.1 When requested by CLEC and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 **SBC-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by **SBC-12STATE** for CLEC specific diversity. **SBC-12STATE** will advise CLEC of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 Digital Cross-Connect System (DCS)

13.5.1 **SBC-12STATE** will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

13.6 Network Reconfiguration Service (NRS)

13.6.1 **SBC-12STATE** will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by the CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

13.7 **SBC CALIFORNIA**

13.7.1 Cross Boundary UDT Meet Point Facilities Arrangements

13.7.1.1 Cross Boundary UDT Facilities are arrangements that involve shared ownership of the Unbundled Dedicated Local Interconnection Facilities between **SBC CALIFORNIA** and another neighboring Incumbent Local Exchange Carrier (ILEC) **SBC CALIFORNIA** will be a willing participant in the CLEC's efforts to midspan join an UDT Facility ordered from **SBC CALIFORNIA** with one of the same ordered by the same CLEC from the neighboring ILEC. It is the responsibility of the CLEC to negotiate with each ILEC individually, and to order each piece of the Meet Point transmission facility from each individual ILEC separately in order to provide UDT from each ILEC's respective Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1 and DS3 transmission speeds and only where facilities exist and are available at the time of CLEC's order.

13.7.1.2 Rates: Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:

13.7.1.2.1 Non Recurring Charges: 100% of **SBC CALIFORNIA** existing UDT Non Recurring Charges, i.e. service order charge, install (connect) charges, disconnect charges, etc. for its side of the facilities and without any compensation to the other ILEC. Each of these charges are found in Appendix Pricing.

13.7.1.2.2 Monthly Charges: **SBC CALIFORNIA** will charge full (100%) existing UDT monthly charges for the first (or Fixed) mile, plus 100% of the monthly charges for the additional miles in its territory. Each of these charges is found in Appendix Pricing. The additional miles are calculated by the total facility mileage multiplied by the percentage of the facilities that fall within **SBC CALIFORNIA** territory, as determined by the NECA 4 tariff. There will not be any compensation to the other ILEC.

13.7.1.2.3 **SBC CALIFORNIA**'s current intervals for the ordering and provisioning of the UDT will also be applicable to the ordering and provisioning of Cross Boundary UDT Meet Point Facilities. However, for end to end connectivity, the longer of the two ILEC's ordering and provisioning intervals will apply.

14. DARK FIBER

14.1 In **SBC-12STATE** Dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services. Other than as specifically set out elsewhere in this agreement, **SBC SNET** does not offer Dark Fiber under this agreement. Rather, Dark Fiber is available to CLECs as described in Section 18.2.1E of the Connecticut Service Tariff.

14.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 14.4.1 and 14.5.1, below.

14.2 Interoffice Dark Fiber

14.2.1 **SBC-12STATE** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **SBC-12STATE** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. **SBC-12STATE** will offer its dark fiber to CLEC when CLEC has collocation space in each **SBC-12STATE** CO where the requested dark fiber(s) terminate.

14.3 Loop Dark Fiber

14.3.1 **SBC-12STATE** will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving **SBC-12STATE** central office and an end user customer premise.

14.4 Sub-Loop Dark Fiber

14.4.1 **SBC-12STATE** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

14.4.1.1 The serving **SBC-12STATE** central office and a remote terminal/CEV/Hut;

or

14.4.1.2 a remote terminal/CEV/Hut and an end user customer premise.

14.4.2 Dark Fiber sub-loop segments are explicitly governed by Section 8 of this Appendix and are limited to remote terminal/CEV/Hut outlined below.

14.4.3 Upon receipt of a complete and correct Sub-loop Access Application, **SBC-12STATE** shall provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs to be incurred to fulfill the SCA on a Time and Materials basis. CLEC agrees to pay **SBC-12STATE** appropriate rates for the engineering and other associated costs performed when CLEC submits a request to provide a written estimate for sub-loop(s).

14.4.4 At **SBC-12STATE** Central Offices' the dark fiber terminates on a fiber distribution frame, or equivalent, in the Central Office. CLEC access is provided pursuant Method One (Section 3.1.1.1, above) which allows for approved collocation access. The only method of access for Dark fiber is collocation.

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for **SBC-12STATE**'s forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not obtain any more than 25% of the spare dark fiber contained in the requested segment, during any two-year period.

14.6 Determining Spare Fibers:

14.6.1 **SBC-12STATE** will inventory dark fibers. Spare fibers do not include the following:

14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares

- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

14.6.1.2 Defective fibers

14.6.1.3 **SBC-12STATE** growth fibers. Fibers documented as reserved by **SBC-12STATE** for utilization for growth within the 12 month–period following the carrier's request.

14.6.2 The appropriate **SBC-12STATE** engineering organization will maintain records on each fiber optic cable for which CLECs request dark fiber.

14.6.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.

14.7 Quantities and Time Frames for ordering Dark Fiber:

14.7.1 The minimum number of fiber strands that CLEC can order is one, and fiber strands must be ordered on a strand-by-strand basis. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, **SBC-12STATE** will provide the remaining spares one strand at a time and no more than a quantity of 2 strands. (See definition of spare facilities set forth in Sections 14.4.1 and 14.5.1 above.)

14.7.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

14.7.2.1 If spare dark fiber is available, as determined under this Agreement, **SBC-12STATE** will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber.

14.7.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities will be assigned. The charges which will be established as set forth in paragraph 14.6.2 will be applied.

14.8 Right of Revocation of Access to Dark Fiber

14.8.1 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date **SBC-12STATE** provided the fiber(s), **SBC-12STATE** may revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to **SBC-12STATE** inventory.

14.8.2 **SBC-12STATE** may reclaim from the CLEC's the right to use dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months' written notice to the CLEC. **SBC-12STATE** will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. **SBC-12STATE** must also demonstrate to the CLEC that the dark fiber will be needed to meet **SBC-12STATE**'s bandwidth requirements within the 12 months following the revocation.

14.9 Access Methods specific to Dark Fiber

14.9.1 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an **SBC-12STATE** approved splitter shelf. This arrangement allows for non-intrusive testing.

14.9.2 At CO's dark fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided pursuant to Method One (Section 3.1.1.1, above) which is the only method of access for dark fiber.

14.9.3 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

14.9.3.1 CLECs may collocate, providing collocation application and associated criteria are met, when seeking to interconnection and desire to place non-passive electronics in a remote terminal/CEV/Hut provided **SBC-12STATE** has existing and available space in these locations.

14.9.3.2 CLECs have two (2) options for obtaining dark fiber subloop access. Prior to ordering subloop facilities, CLEC must establish Collocation using the Collocation process as set forth in Collocation Appendix, or must establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either or which are necessary to interconnect to the **SBC-12STATE** subloop network.

14.9.3.3 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC shall initiate an SCA by submitting a Sub-loop Access Arrangement Application.

14.9.3.4 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the End User premises and via a fiber distribution frame at the remote terminal/CEV/Hut. CLEC may elect to place his cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on available demarcation points or terminal.

14.10 Installation and Maintenance for Dark Fiber

14.10.1 **SBC-12STATE** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

15.1 **SBC-13STATE** will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

16. SIGNALING NETWORKS AND CALL-RELATED DATABASES

16.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to **SBC-13STATE**'s signaling network and call related databases on an unbundled basis will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 46.7.2).

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 The cross connect is the media between the **SBC-7STATE** UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a **SBC-7STATE** UNE and a Collocation area for the purpose of permitting the CLEC to connect the **SBC-7STATE** UNE to other UNEs or to the CLECs own facilities. Where **SBC-7STATE** has otherwise committed to connect one UNE to another UNE on behalf of CLEC, or to leave connected one UNE to another UNE on behalf of CLEC the cross connect is the media between one **SBC-7STATE** UNE and another **SBC-7STATE** UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.

18.2 **SBC-7STATE** will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for Sections 18.3, 18.4 and 18.5 for **SBC MIDWEST REGION 5-STATE** and **SBC SNET** are provided as set forth in Appendix Pricing. For all other cross-connect pricing for **SBC SNET** refer to the applicable state tariff.

18.3 The applicable Loop cross connects to point of access for the purpose of CLEC combining a **SBC-13STATE** Loop with another **SBC-13STATE** UNE are as follows:

18.3.1 2-Wire Analog Loop to UNE Connection Methods point of access

18.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access

18.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access

18.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access

18.4 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining. Unbundled Dedicated Transport to another **SBC-13STATE** UNE are as follows:

18.4.1 DS-1 to UNE Connection Methods point of access

18.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another **SBC-13STATE** UNE are as follows:

18.5.1 Analog Line Port to UNE Connection Methods point of access

18.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access

18.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access

18.5.4 Analog DID Trunk Port to UNE Connection Methods point of access

18.5.5 DS-1 Trunk Port to UNE Connection Methods point of access

18.6 The applicable Loop cross connects for the purpose of CLEC connecting a **SBC SOUTHWEST REGION 5-STATE** and **SBC NEVADA** Loop UNE to a CLEC's Collocated facilities are as follows:

18.6.1 2-Wire Analog Loop to Collocation

18.6.2 2-Wire Analog Loop to Collocation (without testing)

18.6.3 4-Wire Analog Loop to Collocation

18.6.4 4-Wire Analog Loop to Collocation (without testing)

18.6.5 2-Wire Digital Loop to Collocation

18.6.6 2-Wire Digital Loop to Collocation (without testing)

18.6.7 4-Wire Digital Loop to Collocation

18.6.8 4-Wire Digital loop to Collocation (without testing)

18.6.9 DSL Shielded Cross Connect to Collocation

18.6.10 2-Wire DSL non-shielded cross connect to Collocation

18.6.11 4-Wire DSL non-shielded cross connect to Collocation

18.7 The applicable dedicated transport cross connects for the purpose of CLEC connecting an **SBC SOUTHWEST REGION 5-STATE** and **SBC NEVADA** dedicated transport UNE to a CLEC's Collocated facilities are as follows:

18.7.1 DS-1 to Collocation

18.7.2 DS-3 Collocation

18.7.3 OC-3 to Collocation

18.7.4 OC-12 to Collocation

18.7.5 OC-48 to Collocation

18.8 The applicable Port cross connects for the purpose of CLEC connecting an **SBC SOUTHWEST REGION 5-STATE** and Port UNE to a CLEC's Collocated facilities are as follows:

18.8.1 Analog Line Port to Collocation

18.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation

18.8.3 Primary Rate Interface (PRI) Trunk Port to Collocation

18.8.4 Analog DID Trunk Port to Collocation

18.8.5 DS- Trunk Port to Collocation

18.9* The applicable cross connects for the purpose of a CLEC connecting a **SBC CALIFORNIA** Loop, UDT or Port UNE to a CLEC's Collocated facility are as follows:

18.9.1 Voice Grade/ISDN EISCC

18.9.2 DS-0 EISCC

18.9.3 DS-1 EISCC

18.9.4 DS-3 EISCC

18.9.5 DSL Shielded Cross Connect to Collocation

18.10 The applicable cross connects for **SBC MIDWEST REGION 5-STATE** Loop, UDT or Port UNEs are as follows:

18.10.1 2-wire

18.10.2 4-wire

18.10.3 DS-1

18.10.4 DS-3

18.10.5 OC-3

18.10.6 OC-12

18.10.7 OC-48

18.10.8 LT1

18.11.9 LT3

18.11* The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **SBC CALIFORNIA** Loop with a CLEC's own facilities for are as follows:

18.11.1 2 -Wire Analog Loop to Adjacent Location Method point of access

18.11.2 4 -Wire Analog Loop to Adjacent Location Method point of access

18.11.3 2 -Wire Digital Loop to Adjacent Location Method point of access

18.11.4 4 -Wire Digital Loop to Adjacent Location Method point of access

18.11.5 DSL shielded Cross Connect to Adjacent Location point of access

18.12* The applicable Unbundled Dedicated transport cross connects to the Adjacent Location Method of accessing UNEs for the purpose of a CLEC combining a **SBC CALIFORNIA** Unbundled Dedicated Transport with a CLEC's own facilities as follows:

18.12.1 DS-1 to the Adjacent Location Method point of access

18.13* The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **SBC CALIFORNIA** Port with a CLEC's own facilities point of access are as follows:

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* Sections 18.9 through 18.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

18.13.1 -Analog Line Port to Adjacent Location Method to point of access

18.13.2 -ISDN BRI Port to Adjacent Location Method to point of access

18.13.3 -ISDN PRI Trunk Port to Adjacent Location Method point of access

18.14 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a **SBC-7STATE** 2 -Wire Loop *with a **SBC-7STATE** Port are as follows:

18.14.1 -Wire Analog Loop to Analog line Port

18.14.2 -Wire Digital Loop to ISDN BRI Port

18.15 Maintenance of Elements

18.15.1 If trouble occurs with unbundled network elements provided by **SBC-13STATE**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **SBC-13STATE**'s equipment and/or facilities, CLEC will issue a trouble report to **SBC-13STATE**.

18.15.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Unbundled Network Element 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.

18.15.3 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.

18.15.4 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.

18.15.5 If CLEC issues a trouble report allowing **SBC-13STATE** access to the End User's premises and **SBC-13STATE** personnel are dispatched but denied access to the premises, then 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.

18.15.6 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.

18.15.7 If CLEC requests or approves a **SBC-13STATE** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

* Sections 18.9 and 18.11 through 18.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

19. RECONFIGURATION

19.1 **SBC-13STATE** will reconfigure existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order Clarification released by the FCC on June 2, 2000 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 00-183) and with **SBC-13STATE**'s processes to implement that Order, as set forth on the CLEC website.

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). The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the Line Sharing Order"), and vacated and remanded the UNE Remand and Line Sharing Orders in accordance with the decision. In addition, the FCC adopted its Triennial Review Order on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Further, the FCC issued its Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760, (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification, (FCC 00-183), (rel. June 2, 2000), in CC Docket 96-98 (collectively the "Orders"). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, neither Party waives any of its rights with respect to the Orders or any other government action**,** including but not limited each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

21.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting;

assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT A

ILLUSTRATIVE CALL FLOWS
(USAGE-SENSITIVE ULS-ST RATE ELEMENTS)

The following call flows provide examples of application of usage sensitive UNE charges and reciprocal compensation. The call flows below depict the charges between **SBC MIDWEST REGION 5-STATE** and CLEC A. Charges to or from CLEC B (e.g., reciprocal compensation) to or from **SBC MIDWEST REGION 5-STATE** or CLEC A are pursuant to the charging arrangement(s) between the originating and terminating carriers.

Local Calls**:**

1. CLEC A (UNE) ULS-ST port originating and **SBC MIDWEST REGION 5-STATE** port terminating:

   CLEC A is charged:
   ULS – O Usage
   Blended Transport Usage
   SS7 Signalling
   ULS-ST Reciprocal Compensation (equal to ULS-T rate)

2. **SBC MIDWEST REGION 5-STATE** port originating and CLEC A (UNE) ULS-ST port terminating

   CLEC A is charged:
   ULS – T Usage

   SBC MIDWEST REGION 5-STATE is charged:
   ULS-ST Reciprocal Compensation (equal to ULS-T rate)

3. CLEC A (UNE) port originating and CLEC B (UNE) terminating

   CLEC A is charged:
   ULS – O Usage
   Blended Transport Usage
   SS7 Signaling

4. CLEC A (UNE) port originating and CLEC A (UNE) port terminating

   CLEC A is charged:
   ULS – O Usage
   Blended Transport Usage
   SS7 Signaling
   ULS - T Usage

5. CLEC B (UNE) port originating and CLEC A (UNE) port terminating

   CLEC A is charged:
   ULS – T Usage

6. CLEC (Resale services) Originating and CLEC A (UNE) port terminating

   CLEC A is charged:
   ULS – T Usage

7. CLEC A (UNE) port originating and CLEC (Resale services) terminating

   CLEC A is charged:
   ULS – O Usage
   Blended Transport Usage
   SS7 Signaling
   ULS-ST Reciprocal Compensation (equal to ULS-T rate)

8. CLEC A (UNE) port originating to CLEC (Facilities Based Network (FBN) terminating

   CLEC A is charged:
   ULS – O Usage
   Blended Transport Usage
   SS7 Signaling

9. CLEC (FBN) Originating to CLEC A (UNE) Terminating

   CLEC A is charged:
   ULS – T Usage

IntraLATA and InterLATA Toll Calls:

10. CLEC A (UNE) port originating to IXC

    If call is routed to IXC POP via direct-route (IXC FGD Trunking)—
    CLEC A is charged:
    ULS – O Usage
    SS7 Signaling

    If call is routed to IXC POP via **SBC MIDWEST REGION 5-STATE** Tandem—
    CLEC A is charged:
    ULS – O Usage
    SS7 Signaling
    ULS-ST Common Transport Usage
    ULS-ST Tandem Usage

11. IXC to CLEC A (UNE) port terminating

    If call is routed from IXC POP via direct-route (IXC FGD Trunking)—
    CLEC A is charged:
    ULS – T Usage

    If call is routed from IXC POP via **SBC MIDWEST REGION 5-STATE** Tandem—
    CLEC A is charged:
    ULS – T Usage
    ULS-ST Common Transport Usage
    ULS-ST Tandem Usage

APPENDIX WP

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APPENDIX WP

(WHITE PAGES DIRECTORY)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLEC's or CLECs leasing unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNI**A means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICE PROVIDED

2.1 **SBC-13STATE** publishes alphabetical White Pages (WP) directories for its geographic local service areas. CLEC provides local exchange telephone service in the same area(s) and wishes to include listing information for its end users in the appropriate **SBC-13STATE** WP directories

2.2 CLEC also desires distribution to its end users of the WP directories that include listings of CLEC's end users.

2.3 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of WP directories, **SBC-13STATE** will include in appropriate WP directories the primary alphabetical listings of all CLEC end users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time.

2.4 When CLEC provides its subscriber listing information to **SBC-13STATE** listings database, CLEC will receive for its end user, one primary listing in **SBC-13STATE** WP directory and a listing in **SBC-13STATE**'s directory assistance database.

2.5 CLEC shall furnish to **SBC-13STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC end users located within the local directory scope, along with such additional information as **SBC-13STATE** may require to prepare and print the alphabetical listings of said directory. CLEC will submit listing information within one (1) business day of installation, disconnection or other

change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of an CLEC end user.

2.6 CLEC may provide CLEC's subscriber listing information to **SBC-8STATE** for inclusion in the WP directory via either a mechanical or manual feed of the listing information to **SBC-8STATE**'s directory listing database.

2.6.1 CLEC will provide **SBC MIDWEST REGION 5-STATE**, CLEC's subscriber listing information for inclusion in the White Page directory in either a mechanized or manual feed of the listing information to **SBC MIDWEST REGION 5-STATE**'s directory listing database. CLEC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Appendix. Sixty (60) days prior to the directory close date for a particular directory, **SBC-8STATE** shall make available to CLEC, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. CLEC shall review the listing information and shall submit to **SBC-8STATE** any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date. The listing information shall also include Directory Delivery Address information for each **SBC-8STATE** CLEC end user.

2.6.2 Forty-five (45) days prior to the directory close date for a particular directory, **SBC MIDWEST REGION 5-STATE** shall make available to CLEC, either electronically or manually, its subscriber listings as such listings are to appear in the directory. CLEC shall review the listing information and shall submit to **SBC MIDWEST REGION 5-STATE** any necessary additions, deletions or modifications prior to the directory close date.

2.7 Each CLEC subscriber will receive one copy per primary End User listing of **SBC-8STATE** White Pages directory in the same manner and at the same time that they are delivered to **SBC-8STATE**'s subscribers during the annual delivery of newly published directories.

2.7.1 **SBC-7STATE** has no obligation to provide any additional White Page directories above the directories provided to CLEC or CLEC customers after each annual distribution of newly published White Pages. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, CLEC may provide to **SBC SOUTHWEST REGION 5-STATE** written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, **SBC SOUTHWEST REGION 5-STATE** will deliver the remaining directories included in the CLEC's order in bulk to an address specified by the CLEC.

2.7.2 **SBC-13STATE** shall not be required to deliver a directory to a CLEC End User until new White Page directories are published for that End User's location**.**

2.7.3 **SBC SNET** White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.

2.7.4 **SBC MIDWEST REGION 5-STATE and SBC 2-STATE** shall direct its directory publishing affiliate to offer delivery of newly published WP directories and subsequent directory delivery to CLECs' end users pursuant to terms and conditions agreed to by the parties.

2.8 **SBC-8STATE** will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.

2.8.1 For Directories covering the territory where CLEC is certified to provide local service, upon request **SBC MIDWEST REGION 5-STATE** will include in the "Information Pages", or comparable section

of its White Pages directories, information provided by CLEC for CLEC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for **SBC MIDWEST REGION 5-STATE** and other LECs. **SBC MIDWEST REGION 5-STATE**'s directory publishing affiliate will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to **SBC MIDWEST REGION 5-STATE**.

2.9 At its request, CLEC may purchase one (1) one-sided "Informational Page" in the informational section of the WP directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than **SBC-8STATE** "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC-8STATE** the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 CLEC authorizes **SBC-13STATE** to include and use the subscriber listing information provided to **SBC-13STATE** pursuant to this Appendix in **SBC-13STATE**'s WP directory and **SBC-13STATE**'s directory assistance databases. Included in this authorization is the exchange of extended area service listings **SBC-13STATE** provides for Independent Company directory publications and release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is **SBC-13STATE**'s use of CLEC's subscriber listing information in **SBC-13STATE**'s directory assistance, directory assistance related products and services, and directory publishing products and services.

3.2 At CLEC's written request, **SBC-13STATE** shall transmit CLEC's End User listing information to designated third party directory publishers (limited to publishers to which **SBC-13STATE** transmits its own listing information).

4. PRICING

4.1 **SBC-7STATE** will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to CLEC end users, plus an annual, per book copy charge at the time directories are delivered in bulk to CLEC. **SBC-7STATE** has no obligation to warehouse WP directories for CLEC or provide WP directories to CLEC's end users subsequent to the annual distribution of newly published directories. The rates for the services described herein are identified on Exhibit I attached hereto and incorporated by reference.

4.1.1 The rates, if any, for **SBC SNET** WP directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for WP directories.

4.1.2 **SBC MIDWEST REGION 5-STATE -** The rates for **SBC MIDWEST REGION 5-STATE** White Page directories will be in accordance with a separate directory services agreement with **SBC MIDWEST REGION 5-STATE**'s directory publishing affiliate.

4.2 **SBC-7STATE** has no obligation to provide any additional WP directories above the number of directories forecast by CLEC per Section 2.7 above. While **SBC-7STATE** has no obligation to provide WP directories to CLEC or CLEC End Users after the annual distribution of newly published directories, **SBC-7STATE** will in good faith attempt to accommodate CLEC requests for "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see Section 2.7 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, **SBC-7STATE** will provide the directories in bulk to CLEC and will assess a per book charge.

4.2.1 **SBC MIDWEST REGION 5-STATE** – **SBC MIDWEST REGION 5-STATE**'s directory delivery practices are discussed above in Section 2.7.4.

4.3 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the WP directory, **SBC-13STATE** will assess CLEC a charge for such listings at existing **SBC-13STATE** tariff rates. An additional charge at **SBC-13STATE**'s tariff rate applies when CLEC wishes to list an End User in **SBC-13STATE**'s directory assistance database but does not wish to have its End-User listed in **SBC-13STATE**'s WP directory. In addition, for those CLEC End Users served by CLEC via a **SBC-13STATE** unbundled switch port, CLEC may elect to have its End User unlisted and the listing not published in **SBC-13STATE**'s WP directory at **SBC-13STATE**'s tariff rate for those nonpublished, nonlisted services.

5. ASSIGNMENT

5.1 Except as stated in Section 3 herein, CLEC shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall CLEC authorize any other company or any person to use the subscriber listing information for any other purpose. CLEC shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures CLEC takes to protect its own listings from unauthorized use), whether by CLEC, its agents, employees or others.

6. LIABILITY

6.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to **SBC-13STATE** under this Appendix, and/or CLEC's subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

6.2 CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** (and/or **SBC-13STATE**'s officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the WP directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit.

6.3 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

7. BREACH OF CONTRACT

7.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of **SBC-13STATE**'s WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

8. TERM

8.1 This Appendix will continue in force for the length of the Interconnection Agreement to which this Appendix is attached. Either Party may terminate this Appendix upon one hundred and twenty (120) calendar days written notice to the other Party.

8.2 Upon termination, this Appendix will be null and void with respect to any issue of directory published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX WP
SBC MIDWEST REGION 5-STATE
EXHIBIT I
PRICE LIST

Directory White Pages Price Sheet				
Directory	**Price Per Book Copy Delivered in Bulk to CLEC**	**Price Per Book Copy Delivered to CLEC End User**	**Price Per Single Sided Informational Page**	**Price Per Book Copy[1] Ordered After Initial Order**
[Contract Administration will attach state specific rates for AR, KS, MO, OK and/or TX.				

[1] Subject to Availability

APPENDIX CH

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APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by **SBC-12STATE** to participate in the Clearinghouse (CH).

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.25 In **SBC MIDWEST REGION 5-STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs, and **SBC MIDWEST REGION 5-STATE** is facilitated via the existing LEC Settlement process in each state.

1.26 In **SBC-2STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **SBC-2STATE** is facilitated via the Message Exchange Appendix.

1.27 The exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **SBC SNET**, is **technically infeasible** in **SBC SNET**.

2. CLEARINGHOUSE DESCRIPTION

2.1 **SBC SOUTHWEST REGION 5-STATE** operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including **SBC SOUTHWEST REGION 5-STATE** and CLEC.

3. QUALIFYING MESSAGE CRITERIA

3.1 The only toll call messages that qualify for submission to **SBC SOUTHWEST REGION 5-STATE** for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over

LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of **SBC SOUTHWEST REGION 5-STATE**'s operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

4. RESPONSIBILITIES OF THE PARTIES

4.1 CLEC agrees that it will provide **SBC SOUTHWEST REGION 5-STATE** with billing records for CH processing that are in an industry standard format acceptable to **SBC SOUTHWEST REGION 5-STATE** and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.

4.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to **SBC SOUTHWEST REGION 5-STATE**'s CH. CLEC will retain its originating records for ninety (90) days such that the category ninety-two (92) Records can be retransmitted to **SBC SOUTHWEST REGION 5-STATE** for CH processing, if needed.

4.3 **SBC SOUTHWEST REGION 5-STATE** will provide and maintain such systems as it believes are required to furnish the CH service described herein. **SBC SOUTHWEST REGION 5-STATE**, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.

4.4 CLEC will timely furnish to **SBC SOUTHWEST REGION 5-STATE** all CH Records required by **SBC SOUTHWEST REGION 5-STATE** to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. **SBC SOUTHWEST REGION 5-STATE** will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.

4.5 Presently, in operating the CH, **SBC SOUTHWEST REGION 5-STATE** relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

5. PROCESSING CHARGE

5.1 CLEC agrees to pay **SBC SOUTHWEST REGION 5-STATE** a processing charge in consideration of **SBC SOUTHWEST REGION 5-STATE**'s performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

6. BILLING CHARGE

6.1 CLEC agrees to pay a per message charge to the CLEC responsible for billing the message, including **SBC SOUTHWEST REGION 5-STATE**, when **SBC SOUTHWEST REGION 5-STATE** bills the message. This charge is located in Appendix Pricing under "Other" listed as Billing Charge.

7. SETTLEMENT REPORT

7.1 **SBC SOUTHWEST REGION 5-STATE** will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

8. RETROACTIVE AND LOST MESSAGES

8.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section III of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages, which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

9. LIMITATION OF LIABILITY

9.1 By agreeing to operate the CH, **SBC SOUTHWEST REGION 5-STATE** assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that **SBC SOUTHWEST REGION 5-STATE** will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which **SBC SOUTHWEST REGION 5-STATE** may have relied in preparing settlement reports or performing any other act under this Attachment.

9.2 CLEC agrees to indemnify and hold **SBC SOUTHWEST REGION 5-STATE** harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of **SBC SOUTHWEST REGION 5-STATE**'s performance of CH processing pursuant to this Attachment.

9.3 **SBC SOUTHWEST REGION 5-STATE** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of **SBC SOUTHWEST REGION 5-STATE**. Any losses or damage for which **SBC SOUTHWEST REGION 5-STATE** is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time **SBC SOUTHWEST REGION 5-STATE** receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

10. DISCLAIMER OF WARRANTIES

10.1 **SBC SOUTHWEST REGION 5-STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, **SBC SOUTHWEST REGION 5-STATE** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third

party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX HOSTING

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APPENDIX HOSTING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the Hosting Company will perform hosting responsibilities for a CLEC for data received from such CLECs for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CLECs to be distributed to such CLEC via the Hosting company's in-region network or via the nationwide Centralized Message Distribution System (**CMDS**).

1.2 This Appendix sets forth the terms for the provision of 1) Message Distribution Services; 2) Intercompany Revenue Settlement Services; and (**SBC MIDWEST REGION 5-STATE** only) 3) In-Region Non-Intercompany Revenue Settlement Services ("Agreement").

1.2.1 Hosting out of region is only available to a CLEC that is a Full Status Revenue Accounting Office (**RAO**) company.

1.3 **SBC SNET** - The hosting function described herein is facilitated via the LEC-LINK agreement if the CLEC chooses **SBC SNET** as its CMDS HOST. The LEC-LINK service is de-regulated in **SBC SNET**.

1.3.1 CLECs interested in CMDS Hosting by **SBC SNET** may contact:

SBC SNET Diversified Group, Inc.
530 Preston Ave.
Meriden, CT 06450
Ls5275@ctmail.snet.com
203-634-6370

1.4 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.5 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.6 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.7 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.8 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.9 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.11 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.12 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.13 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.14 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.15 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.16 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.17 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.18 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.19 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.20 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.21 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.22 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.23 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.24 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.25 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.26 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

2.1 **"Bellcore Client Company Calling Card and Third Number Settlement System" (BCC CATS)** – Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues originated by one BCC (or within the territory of that BCC) and billed to a customer

of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with the Telcordia Practice BR 981-200-110. The CATS Report cycle is the 26th of the current month through the 25th of the following month.

2.2 **"Centralized Message Distribution System" (CMDS)** – means the industry-wide data collection system located in Kansas City, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.

2.3 **"Direct Participants" (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:

2.3.1 New England Telephone Company
2.3.2 New York Telephone Company
2.3.3 Bell Atlantic, NJ
2.3.4 Bell Atlantic, PA
2.3.5 Bell Atlantic, DE
2.3.6 Bell Atlantic, DC
2.3.7 Bell Atlantic MD
2.3.8 Bell Atlantic VA
2.3.9 Bell Atlantic WV
2.3.10 Southern Bell Telephone Company
2.3.11 South Central Bell Telephone Company
2.3.12 The Ohio bell Telephone Company d/b/a SBC Ohio
2.3.13 Michigan Bell Telephone Company d/b/a SBC Michigan
2.3.14 Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana
2.3.15 Illinois Bell Telephone Company d/b/a SBC Illinois
2.3.16 Wisconsin Bell Telephone Company d/b/a SBC Wisconsin
2.3.17 Northwestern Bell Telephone Company
2.3.18 Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas
2.3.19 Mountain Bell Telephone Company
2.3.20 Pacific Bell Telephone Company d/b/a SBC California
2.3.21 Nevada Bell Telephone Company d/b/a SBC Nevada
2.3.22 The Southern New England Telephone Company
2.3.23 Cincinnati Bell Telephone Company

2.4 **"Exchange Message Interface" (EMI)** -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.

2.5 "**Full Status Revenue Accounting Office" (RAO)** – CLEC that is provided a separate RAO code. Responsible for formatting EMI records, editing and packing of such detail records into files for distribution.

2.6 **"In Region Hosting" (SBC SOUTHWEST REGION 5-STATE only) -** The transport of 1) LEC transported data that originates in the region and are delivered by the CLEC to the Hosting Company to be sent another Local Exchange Carrier for billing; and 2) data received from CMDS or another LEC to be delivered to the CLEC for billing to its End User located within the five state territory of the Host Company.

2.7 **"Intercompany Settlements**" (**ICS**) - a revenue exchange process for messages that originate (earning company) by one Direct Participant (or LEC within the territory of that Direct Participant) and billed to a customer of another Direct Participant (or LEC within the territory of the other Direct participant). ICS consists of third number billed and calling card revenues.

2.8 **"Local Exchange Carriers" (LECs)** or "**Exchange Carriers" (ECs**) - facilities-based providers of local telecommunication services.

2.9 "**Message Distribution" (Transmission)** is a collection of data designated to be delivered to the CLEC. Message distribution includes collection of data from the CLEC designated to be delivered to other LECs.

2.10 "**Non-Intercompany Settlement (NICS)"** (**SBC MIDWEST REGION 5-STATE** only) is a revenue exchange process for messages which originate from CLEC and bill to **SBC MIDWEST REGION 5-STATE** and message which originate from **SBC MIDWEST REGION 5-STATE** and bill to CLEC. NICS messages must originate and bill within the same **SBC MIDWEST REGION 5-STATE** Company.

2.11 "**Non-Full Status Revenue Accounting Office" (RAO)** - Contracting Company that has assigned responsibility to the Hosting Company for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

3. RESPONSIBILITIES OF THE PARTIES

3.1 All data forwarded from the CLEC must be in the industry standard format in accordance with the ATIS EMI document. The CLEC is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CLEC acknowledges that the only message records subject to this Hosting Agreement are those that arise from Local Exchange Carrier transported data.

3.2 (**SBC-7STATE**) - When CLEC delivers messages to the Hosting Company which must be forwarded to another location for billing purposes, the Hosting Company will accept data from the CLEC, perform edits required to ensure the records are consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

3.3 If CLEC is non- Full Status RAO Company, the Hosting Company will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.

3.4 (**SBC-7STATE** only) For billable message data and/or access usage data received by the Hosting Company for delivery to a CLEC location, the Hosting Company will use its in region data network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing Contract Company location.

4. DESCRIPTION OF BILLING SERVICES

4.1 (**SBC MIDWEST REGION 5-STATE**) Monthly Billing

4.1.1 Each month, **SBC MIDWEST REGION 5-STATE** shall calculate the total amount due. This calculation will include:

4.1.1.1 Transmission fee

4.1.1.2 ICS settlement processing fee

4.1.1.3 ICS revenue, originated by Ameritech and ICS revenue originated by CLEC

4.1.1.4 NICS revenue, originated by Carrier and NICS revenue originated by Ameritech

4.1.2 CATS and NICS reports include a payment by the originating company to the billing company for compensation of Billing and Collecting (B&C).

4.1.3 **SBC MIDWEST REGION 5-STATE** shall provide collection and distribution of messages that are designated to be delivered to the CLEC.

4.1.4 **SBC MIDWEST REGION 5-STATE** shall provide collection and distribution of messages that originate with the CLEC and are designated to be delivered to other LECs.

4.1.5 CLEC must provide **SBC MIDWEST REGION 5-STATE** a Non-Hosted Nationwide Revenue Accounting Office (RAO) code which has been assigned by Telcordia Technologies (previously Bellcore). **SBC MIDWEST REGION 5-STATE** advise Telcordia Technologies to convert the RAO code.

4.1.6 CLEC subscribing to Hosting services with **SBC MIDWEST REGION 5-STATE** prior to the effective date of this agreement and sharing an **SBC MIDWEST REGION 5-STATE** RAO may continue this service using **SBC MIDWEST REGION 5-STATE** RAO. One exception is when the CLEC is providing Hosting service using **SBC MIDWEST REGION 5-STATE** as an intermediary. In this situation, a Full Status RAO is required.

4.1.7 If access records are received from the CMDS system, **SBC MIDWEST REGION 5-STATE** shall collect these records and distribute to the CLEC. Such records may be either detail or summary access records.

4.1.8 All data will be forwarded on a daily basis to the CLEC or their designated billing agent. Both **SBC MIDWEST REGION 5-STATE** and CLEC shall send/receive data in EMI format. **SBC MIDWEST REGION 5-STATE** and CLEC shall be responsible for packing the data and shall be subject to Telcordia Technologies CMDS packing and editing requirements.

4.1.9 CLEC may return to **SBC MIDWEST REGION 5-STATE** any messages which are unbillable provided that such returns are made within ninety (90) days of message date. All such returned unbillable messages shall be accepted by **SBC MIDWEST REGION 5-STATE** and the charges therefore deducted for reimbursement amount owing to **SBC MIDWEST REGION 5-STATE**. CLEC shall be responsible for packing such unbillable messages subject to Telcordia Technologies CMDS packing and editing requirements.

4.2 (**SBC MIDWEST REGION 5-STATE**) INTERCOMPANY SETTLEMENT (ICS)

4.2.1 **SBC MIDWEST REGION 5-STATE** will provide Intercompany Settlement (ICS) for alternately billed (third number billed and calling card) messages. Using the following criteria:

4.2.1.1 The call must be transported by a LEC.

4.2.1.2 The message must be billed in a DP's territory different from the DP's territory where the call originated.

4.2.1.3 ICS does not extend to the 900 or 976 calls or to other pay per call services.

4.2.1.4 The Telcordia Technologies CATS report is the source for revenue to be settled between **SBC MIDWEST REGION 5-STATE** and CLEC. ICS settlement will be incorporated into the CLEC's monthly invoice.

4.3 (**SBC MIDWEST REGION 5-STATE**) NON-INTERCOMPANY SETTLEMENT (NICS)

4.3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by **SBC MIDWEST REGION 5-STATE** and billed by the CLEC, or messages originated by the CLEC and billed by **SBC MIDWEST REGION 5-STATE** within the same **SBC MIDWEST REGION 5-STATE** State. For example, an alternately billed call originating within **SBC ILLINOIS** territory and billed to a CLEC within **SBC ILLINOIS** would be covered by this section; a call originating within **SBC MICHIGAN** but billing outside of **SBC MICHIGAN** would not be NICS.

4.3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.

4.3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between **SBC MIDWEST REGION 5-STATE** and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.

4.3.4 CLECs subscribing to Hosting services with **SBC MIDWEST REGION 5-STATE** prior to the effective date of this agreement and sharing an **SBC MIDWEST REGION 5-STATE** RAO, may continue this

service using **SBC MIDWEST REGION 5-STATE**'s RAO. One exception is when the CLEC is providing Hosting service using **SBC MIDWEST REGION 5-STATE** as an intermediary. In this situation, a Full Status RAO is required.

4.3.5 For calls originating and billing within a non- **SBC MIDWEST REGION 5-STATE** state, CLEC should obtain NICS agreements with the LECs in that state.

5. BASIS OF COMPENSATION

5.1 In **SBC SOUTHWEST REGION 5-STATE**, CLEC agrees to pay Hosting Company a per record charge for billable message records an/or access usage records that are received from the CLEC and destined for delivery to another location for billing, at the rates listed in Appendix Pricing.

5.1.1 As part of this per record charge, the Hosting Company will provide Confirmation and /or Error Reports and any Intercompany Settlement (ICS) Reports, such as the Bellcore Client Company Calling Card and Third Number Settlement System (BCC CATS).

5.1.2 CLEC also agrees to pay Hosting Company a per record charge for billable message records an/or access usage records in those situations where the Hosting Company, performing a transfer service, provides this message data received from other Local Exchange Carriers or from CMDS on a magnetic tape or data file for delivery to the CLEC.

5.2 (**SBC MIDWEST REGION 5-STATE** only)- CLEC shall pay a one-time set-up charge, half (½) due at contract signing and half (½) due with first billing and for services as set forth in Appendix Pricing.

5.3 (**SBC MIDWEST REGION 5-STATE** only) CLEC shall be issued a monthly invoice that may be amended by Hosting Company from time to time at its sole discretion. Monthly charges shall be billed as set forth in Appendix Pricing. Payments shall be due within thirty (30) days of the date of the invoice. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Exhibit A
Change Request by Carrier
SBC MIDWEST REGION 5-STATE

1. For purposes of this Exhibit, Interfacing Company shall mean Ameritech.

2. When CLEC requests modifications to existing Interfacing Company systems or procedures, CLEC will provide complete written specifications for the requested change. The time and cost request should be directed to the CLEC's Account Manager.

3. Change Requests:

   - Both parties must agree that the specification accurately describes the work to be performed. CLEC will authorize the specifications in writing.

   - The authorized specifications will be distributed within the Interfacing Company to develop an estimate of the work effort involved to implement the change.

   - CLEC will have up to sixty (60) workdays from receipt of the time and cost to authorize implementation. If implementation is to proceed, CLEC will provide written authorization to the Interfacing Company.

   - Any changes to the approved specifications will be subject to re-evaluation by the Interfacing Company and CLEC.

4. General:

   - Interfacing Company will notify CLEC if it fails to implement a change on the agreed effective date. This notification will take place as soon as the Interfacing Company is aware of the problem.

   - CLEC will compensate Interfacing Company for changes only to the extent such changes have been authorized by Carrier in writing.

   - For cancelled requests, CLEC will compensate Interfacing Company for expense incurred up to the point of cancellation.

5. System Embargo:

   - Interfacing Company will notify CLEC in advance when Interfacing Company will be involved in a major project resulting in a billing system embargo for a period of time. Such embargo will not affect any existing request pending before Interfacing Company for which written authorization has been received. Change requests received during an embargo will be handled on an individual case basis.

APPENDIX DSL
(Including Line Sharing or HFPL)

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APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.4 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.10 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.11 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.12 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.13 **SBC ILLINOIS-** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.14 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.15 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.16 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.17 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.18 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.19 **SBC OHIO-** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.20 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.21 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.24 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.25 The prices, terms, and conditions herein are not applicable in **SBC SNET**. **SBC SNET**'s unbundled DSL offering may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.

1.26 **SBC-12STATE** agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

2.1 For purposes of this Appendix, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.

2.2 For purposes of this Appendix, a "subloop" is defined as any portion of the loop from **SBC-12STATE**'s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in **SBC-12STATE**'s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-986 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-

370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

2.3 Subject to Section 6.4.4 below, the term **"conditioning"** as used herein shall refer to the removal by SBC-12STATE of load coils, excessive bridged tap (bridged tap in excess of 2,500 feet), and/or repeaters on an xDSL capable loop, subloop or HFPL upon request by CLEC at the conditioning rates set forth in Appendix Pricing to this Agreement, and subject to the terms and conditions set forth herein below.

2.4 The term **"Digital Subscriber Line" ("DSL")** describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

2.5 The term **"excessive bridged tap"** as used herein shall refer to bridged tap in excess of 2,500 feet in total length.

2.6 **"High Frequency Portion of the Loop" ("HFPL")** is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. **SBC-12STATE** shall only make the HFPL available to CLEC in those instances where **SBC-12STATE** also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.

2.7 The term **"non-excessive bridged tap"** as used herein shall refer to bridged tap less than 2,500 feet in total length. .

2.8 A loop technology that is **"presumed acceptable for deployment"** is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

2.9 A **"non-standard xDSL-based technology"** is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.

2.10 **"Continuity"** shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).

2.11 **"Proof of Continuity"** shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."

2.12 **"xDSL Capable Loop"** is a loop that a CLEC may use to deploy xDSL technologies.

2.13 **"Acceptance Testing"** shall be defined as the joint testing for xDSL loops between **SBC-12STATE**'s Technician, its Local Operations Center ("LOC"), and the CLECs designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.

2.14 **"Line Share Turn-Up Test"** shall be defined as the testing for central office continuity as more specifically described in Section 8.7, which will be performed by SBC-12STATE when CLEC orders an HFPL from SBC-12STATE hereunder.

2.15 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services **("Plan of Record" or "POR")** refers to **SBC-12STATE**'s December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.

2.16 The **"Splitter"** is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

2.17 **"Digital Subscriber Line Access Multiplexer" ("DSLAM")** is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

3.1 Unless otherwise noted, all references to "loop" in Sections 3.1 - 3.8 includes **SBC-12STATE**'s HFPL offering unless otherwise noted.

3.2 **SBC-12STATE** will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. **SBC-12STATE** will not impose limitations on the transmission speeds of xDSL services; provided, however, **SBC-12STATE** does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.

3.3 **SBC-12STATE** shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless **SBC-12STATE** has demonstrated to the state commissions in accordance with FCC orders that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.

3.4 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to **SBC-12STATE** and the state commission before or at the time of its request to deploy such technology within **SBC-12STATE**. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.

3.5 In the event the CLEC wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptablity and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

3.6 Liability

3.6.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or **SBC-12STATE**, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on **SBC-12STATE** facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, each Party ("Indemnifying Party") shall release, defend and indemnify the other Party ("Indemnitee") and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party's end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee's provision of splitter functionality under this Appendix.

3.6.2 For any technology, CLEC's use of any **SBC-12STATE** network element, or its own equipment or facilities in conjunction with any **SBC-12STATE** network element, will not materially interfere with

or impair service over any facilities of **SBC-12STATE**, its affiliated companies or connecting and concurring carriers involved in **SBC-12STATE** services, cause damage to **SBC-12STATE**'s plant, impair the privacy of a communications carried over **SBC-12STATE**'s facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, **SBC-12STATE** may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. Subject to Section 9.3 for HFPL, **SBC-12STATE** will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If **SBC-12STATE** does not believe the CLEC has made the sufficient showing of harm, or if

CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Appendix. Any claims of network harm by **SBC-12STATE** must be supported with specific and verifiable supporting information.

3.7 Indemnification

3.7.1 Covered Claim: Notwithstanding any other provisions of this Appendix, each Party ("Indemnifying Party") will release, indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications

3.7.2 service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party, or by the Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's (i.e., CLEC's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee (i.e., **SBC-12STATE**) and Indemnitee is requested by another telecommunications service provider to provide a voice grade service or facility to the end user.

3.7.3 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, the Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, claim or damage indemnified pursuant to Section 3.7.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.7.4 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, or the Indemnifying Party's provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with the Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify the Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.7.5 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under 3.7.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying

Party's technology is determined not to be the cause of any of Indemnitee's liability and in any case in which the Indemnifying Party's provision of splitter functionality under this Appendix is determined not to be the cause of any of Indemnitee's liability.

3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 - 4.1.4 below, CLEC will, at the time of ordering, notify **SBC-12STATE** as to the Power Spectral Density (PSD) mask of the technology the CLEC will deploy.

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed by SBC-12STATE at CLEC's request as more specifically provided in Sections 7.1 - 7.3 below. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.1.2 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire Digital Loop transmission facility which supports IDSL services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE. This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. The rates set forth in Appendix Pricing shall apply to this IDSL Loop.

4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet) on an existing loop is optional and will be performed by SBC-12STATE at CLEC's request as more specifically provided in Sections 7.1 - 7.3 below. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.

4.1.4 Sub-Loop: In locations where **SBC-12STATE** has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, **SBC-12STATE** will make the following options available to CLEC:

4.1.5.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting **SBC-12STATE** to make copper facilities available (subject to Section 4.6 below).

4.1.5.2 The CLEC has the option of collocating a DSLAM in **SBC-12STATE**'s Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at **SBC-12STATE** RTs, **SBC-12STATE** will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

4.1.5.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and **SBC-12STATE** has placed a DSLAM in the RT, **SBC-12STATE** must unbundle and provide access to its packet switching. **SBC-12STATE** is relieved of this unbundling obligation only if it permits a requesting CLEC to collocate its DSLAM in **SBC-12STATE**'s

remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix Pricing shall apply to this subloop.

4.1.5 When **SBC-12STATE** is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide **SBC-12STATE** with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes.

4.1.5.1 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.

4.2 When **SBC-12STATE** traditional retail POTS services are disconnected, **SBC-12STATE** will notify the CLEC that POTS service is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to Appendix Pricing.. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.

4.3 **SBC-12STATE** shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.

4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where **SBC-12STATE** is not the retail POTS provider.

4.5 CLEC may provide voice and data services over the same loop by engaging in "line splitting" as set forth in paragraph 323-29 of the FCC's Texas 271 Order (CC Docket 00-65 (FCC 00-238), released June 30, 2000). Consistent with that Order, **SBC-12STATE** shall not be required to provide low frequency voice service to CLEC "A" and high frequency data service to CLEC "B" on the same loop. Any line splitting between two CLECs shall be accomplished between those parties and shall not utilize the HFPL product, as defined in this Appendix. CLEC shall provide any splitters used for line splitting. To implement line splitting, CLEC may order, including using supporting OSS, loops, unbundled switching, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in this Appendix.

4.6 **SBC-12STATE** shall be under no obligation to provision xDSL capable loops or the HFPL in any instance where physical facilities do not exist. .

4.7 For each loop (including the HFPL), CLEC shall at the time of ordering notify **SBC-12STATE** as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify **SBC-12STATE**. Likewise, **SBC-12STATE** will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. **SBC-12STATE** will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 10 below.

4.8 **SBC-12STATE** will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.8.1 Upon request by CLEC, **SBC-12STATE** will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

4.8.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, **SBC-12STATE** will provide a loop to support the new technology for CLEC as follows:

4.8.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then **SBC-12STATE** will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed (pursuant to Sections 7.1 - 7.3 below); provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.

4.8.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.

4.8.2.3 With the exception of HFPL access, which is addressed in Section 9 below, if **SBC-12STATE** or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then **SBC-12STATE** or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that **SBC-12STATE** or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.

4.8.3 Each Party must abide by Commission or FCC-approved spectrum management standards. **SBC-12STATE** will not impose its own standards for provisioning xDSL services. However, **SBC-12STATE** will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

5.1.1 CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with **SBC-12STATE**'s standard collocation practices and procedure. When virtually collocated, **SBC-12STATE** will install, provision and maintain splitters under the terms of virtual collocation.

5.2 When physically collocated, CLEC-owned splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, **SBC-12STATE** will install the splitter in an **SBC-12STATE** bay and **SBC-12STATE** will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

5.3 Splitter provisioning will use standard SBC configuration cabling and wiring in **SBC-12STATE** locations. The CLEC-owned splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts will reflect standard recognizable arrangements that will work with **SBC-12STATE** Operations Support Systems ("OSS").

5.4 Splitter technology shall adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.5 All splitter equipment must be compliant with applicable national standards, including but not limited to ANSI T1.413 and NEBS Level 1 compliance.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

6.1 General: **SBC-12STATE** will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in **SBC-12STATE**'s Plan of Record. Loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that **SBC-12STATE** is providing any other CLEC and/or **SBC-12STATE**'s retail operations or its advanced services affiliate.

6.2 Loop Pre-Qualification: Subject to 6.1 above, **SBC-12STATE**'s pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, **SBC-12STATE** will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.

6.3 Loop Qualification: Subject to 6.1 above, **SBC-12STATE** will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as **SBC-12STATE**'s retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by two separate pricing elements: mechanized and manual.

6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in SBC's Plan of Record when such information is contained in **SBC-12STATE**'s electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.

6.3.2 Manual loop qualification includes all fields as described in SBC's Plan of Record, when available. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.

6.4 Both categories of loop qualification are subject to the following:

6.4.1 If load coils, repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet) are present on a loop less than 12,000 feet in actual length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.

6.4.2 If a CLEC elects to have **SBC-12STATE** provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to **SBC-12STATE**'s affiliate, whichever is less.

6.4.3 If the results of the loop qualification indicate that conditioning is available on an xDSL capable loop, CLEC may request that **SBC-12STATE** perform conditioning to remove excessive bridged tap (bridged tap in excess of 2,500 feet), load coils and/or repeaters at the charges set forth in the Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.

6.4.4 For the HFPL,if the results of the loop qualification indicate that conditioning is available, CLEC may request that SBC-12STATE perform conditioning to remove load coils, excessive bridged tap (bridged tap in excess of 2,500 feet), and repeaters at the charges set forth in the Appendix Pricing. The CLEC may order the HFPL without conditioning or with partial conditioning if desired; provided, however, that if CLEC's requested conditioning will degrade the customer's analog voice service, **SBC-12STATE** is not required to condition the loop.

7. PROVISIONING

7.1 Provisioning: **SBC-12STATE** will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **SBC-12STATE** beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, **SBC-12STATE**'s maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, **SBC-12STATE** will verify continuity, the completion of all requested conditioning that is available under this Appendix, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning i.e. the removal of excessive bridged tap (bridged tap in excess of 2,500 feet), load coils and/or repeaters) **SBC-12STATE** is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. A CLEC may request that SBC-12STATE condition a loop, or subloop(s), or HFPL to remove excessive bridged tap (bridged tap in excess of 2,500 feet), load coils and/or repeaters at the Loop conditioning rates set forth in the Appendix Pricing. The loop or subloop will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance. Any CLEC request for loop conditioning to remove bridged tap on a loop under this Appendix, shall be taken as a request for removal of excessive bridged tap (bridged tap in excess of 2,500 feet) on the loop only (bridged tap in excess of 2,500 feet) so that the loop is conditioned to meet applicable industry standards. The rates, terms and conditions set forth in this Appendix do not cover the conditioning of a loop to remove non-excessive bridged tap (bridged tap 2,500 feet in length or less) i.e., conditioning beyond industry standards. To the extent that CLEC should wish to have the option to request that a loop be conditioned to remove non-excessive bridged tap, the CLEC may elect to incorporate SBC-12STATE's separate, optional Removal of All or Non-Excessive Bridged Tap ("RABT") Attachment into its Interconnection Agreement and in such case, the terms and conditions in the RABT Attachment, and associated rates, would become effective between SBC-12STATE and CLEC following approval of such provisions by the applicable Commission.

7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

7.3.1 The provisioning and installation interval for xDSL-capable loops, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services, or its affiliate's, whichever is less.

7.3.2 For CLEC orders of more than 20 xDSL-capable loops per order or per end user location where no conditioning is requested, the provisioning and installation interval will be negotiated between the Parties.

7.3.3 The provisioning and installation intervals for xDSL-capable loops where the conditioning (as provided above) is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days,

or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less.

7.3.4 Orders for more than 20 xDSL-capable loops per order which require conditioning (as provided above) will have a provisioning and installation interval agreed by the parties in each instance.

7.3.5 The provisioning and installation interval for the HFPL UNE, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL UNE), on orders for 1-24 loops per order or per end-user location, will be 3 business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services, or its affiliate's, whichever is less.

7.3.6 For CLEC orders of 25 to 48 HFPL per order or per end user customer location where no conditioning is requested, the provisioning and installation interval will be 6 business days or as agreed upon by the parties.

7.3.7 For CLEC orders of 48 up to 99 HFPL per order or per end user location where no conditioning is requested, the provisioning and installation interval will be 7 business days, or as agreed upon by the Parties.

7.3.8 For CLEC orders of more than 99 HFPL per order or per end user location where no conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties.

7.3.9 The provisioning and installation intervals for the HFPL UNE where conditioning (as provided above) is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-24 HFPL per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less.

7.3.10 For CLEC order of more than 24 HFPL per order or per end user location where conditioning (as provided above) is requested, the provisioning and installation interval will be as agreed upon by the Parties.

7.3.11 For HFPL orders, intervals are contingent upon CLEC's end user customer release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

7.3.12 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning for the removal of excessive bridged tap (bridged tap in excess of 2,500 feet), load coils and/or repeaters may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, CLEC agrees that standard offered intervals do not constitute performance measurement commitments.

7.3.13 The CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable loop or HFPL provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

8. TESTING

8.1 **SBC-12STATE** and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When **SBC-12STATE** provides HFPL, continuity is generally assumed as **SBC-12STATE** retail POTS service is operating at the time of the order. Generally, **SBC-12STATE** would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an

acceptance test. However, **SBC-12STATE** will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.

8.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

8.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

8.3 Acceptance Testing Procedure:

8.3.1 Upon delivery of a loop to/for the CLEC, **SBC-12STATE**'s field technician will call the LOC and the LOC tester will call a toll free number provided by the CLEC so the CLEC can initiate performance of a series of Acceptance Tests.

8.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **SBC-12STATE** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

8.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the **SBC-12STATE** field technician will not perform a short or open circuit due to technical limitations.

8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

8.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **SBC-12STATE** will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, **SBC-12STATE** will still close the order. **SBC-12STATE** will not complete an order that fails Acceptance Testing.

8.3.4 Until such time as the CLEC and **SBC-12STATE** agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, **SBC-12STATE** agrees that should the CLEC open a trouble ticket and an **SBC-12STATE** network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an **SBC-12STATE** fault), **SBC-12STATE**, upon CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

8.3.5 **SBC-12STATE** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-12STATE** may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.4 below.

8.3.6 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **SBC-12STATE** error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request **SBC-12STATE** to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 8.4 below.

8.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

8.4 Acceptance Testing Billing

8.4.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing.

8.5 Cooperative Testing: (**SBC-13STATE**)

REGION	TARIFF
SBC MIDWEST REGION 5-STATE	FCC No. 2; Sec. 13.3.4 (C)(1)(a)
SBC NEVADA*	FCC No. 1; Sec. 13.3.5 (B)(1)
SBC CALIFORNIA	FCC No. 128; Sec. 13.3.5 (C)(1)(a)
SBC SOUTHWEST REGION 5-STATE	FCC No. 73; Sec. 13.4.8 (A)

* Nevada Bell Charges represent I/R Technicians and Central Office Maintenance respectively.
**Rates subject to tariff changes.

8.5.1 **SBC-13STATE** and CLEC agree to implement Cooperative Testing during the repair and maintenance cycle of xDSL capable loops delivery.

8.5.2 Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket.

8.5.3 If the trouble ticket was opened without a request for Cooperative Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.

8.5.4 **Cooperative Testing Procedure**:

8.5.4.1 The **SBC-13STATE** field technician will call the LOC and the LOC will contact the CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.5.4.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the technician will close out the trouble report and the LOC will bill for the cooperative testing.

8.5.4.3 If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Appendix for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact the CLEC for another cooperative testing.

8.5.4.4 **SBC-13STATE** will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-13STATE** may then close the trouble ticket, document the time and reason, and may bill the CLEC as if the Cooperative Test had been completed.

8.6 The charges for Acceptance and Cooperative Testing are provided in Appendix PRICING and/or the applicable tariff.

8.6.1 If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

8.7 Line Sharing Turn-Up Testing Procedures:

8.7.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by **SBC-12STATE**'s central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.

8.7.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.

8.7.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC's CLEC Handbook. CLECs will not be billed for the Line Sharing Turn-Up Test described in 8.7.1 above.

9. MAINTENANCE /SERVICE ASSURANCE

9.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

9.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, **SBC-12STATE** shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, **SBC-12STATE** shall attempt to notify the end user and CLEC for permission any time **SBC-12STATE** repair effort has the potential of affecting service on the broadband portion of the loop. **SBC-12STATE** may proceed with repair of the voice circuit if unable to reach end- user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval. CLEC agrees that standard offered intervals do not constitute performance measurement commitments.

9.3 **SBC-12STATE** will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals **SBC-12STATE** provides its advanced services affiliates for the HFPL.

9.3.1 If the CLEC opens a trouble ticket for the HFPL portion of the loop to **SBC-12STATE** and the problem is determined to be in the CLEC's network, the CLEC will pay **SBC-12STATE** the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.

9.3.1.1 If **SBC-12STATE** isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by the CLEC data equipment or splitter, **SBC-12STATE** will notify the CLEC and request a trouble ticket and a committed restoration time from CLEC for clearing the reported trouble.

9.3.2 Either Party may offer the End User the option of restoring the POTS line if the End User is not satisfied with the repair interval provided by the CLEC. If the End User chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either CLEC or **SBC-12STATE**,

the contacted Party will notify the other and provide contact names prior to **SBC-12STATE** "cutting around" the POTS Splitter/DSLAM equipment to restore POTS.

9.3.3 When the CLEC resolves the trouble condition in its equipment, the CLEC will contact **SBC-12STATE** to restore the HFPL.

9.3.4 In the event the trouble is identified and corrected in the CLEC equipment, **SBC-12STATE** will charge the CLEC the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.

9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, **SBC-12STATE**'s maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request (i.e. excessive bridged tap (bridged tap in excess of 2,500 feet), load coil and/or repeaters removed), **SBC-12STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

9.4.1 For loops currently in service where trouble ticket resolution has identified that excessive bridged tap (bridged tap in excess of 2,500 feet), load coils and/or repeaters are on the loop and transferring to a new loop is a solution identified by SBC-12STATE to resolve the trouble ticket, SBC-12STATE, at it's sole option, may perform a line and station transfer ("LST") to resolve and close out the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and SBC-12STATE determines that an LST can be performed, the appropriate SBC 12-STATE Local Operations Center ("LOC") will contact the CLEC to inform that a LST will be performed in lieu of the CLEC's requested conditioning. In such cases that SBC-12STATE elects to perform an LST to resolve the identified trouble, CLEC will be billed and shall pay for such LST as outlined in the Pricing Appendix to this Agreement, in addition to any other charges which may apply for resolving the trouble, e.g. time and material charges.

9.5 An **SBC-12STATE** will provide CLECs access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing any intrusive test or so note such information on the CLEC's trouble documentation for non-mechanized tests.

9.6 CLEC hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to **SBC-12STATE** facilities and hereby agrees to release, defend and indemnify **SBC-12STATE**, and hold **SBC-12STATE** harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against **SBC-12STATE** by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by CLEC.

9.7 **SBC-12STATE** will not guarantee that the local loop (s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **SBC-12STATE** beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.

9.8 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with **SBC-12STATE**.

10. SPECTRUM MANAGEMENT

10.1 CLEC will advise **SBC-12STATE** of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify **SBC-12STATE** as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify **SBC-12STATE**. CLEC will abide by standards pertinent for the designated PSD mask type.

10.2 **SBC-12STATE** agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. **SBC-12STATE** may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. **SBC-12STATE** shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. In all cases, **SBC-12STATE** will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by **SBC-12STATE**, as well as competitively neutral as between different xDSL services. Where disputes arise, **SBC-12STATE** and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, **SBC-12STATE** will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

10.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, **SBC-12STATE** and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then **SBC-12STATE** and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. RESERVATION OF RIGHTS

11.1 The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC,*290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, the FCC adopted its Triennial Review Order on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Further, the FCC has also issued the following orders: its Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147, 13 FCC Rcd 24011 (rel. August 7, 1998), its First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147, 14 FCC Rcd 4761 (rel. March 31, 1999), its Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98, and its Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98, 16 FCC Rcd 2101 (rel. Jan. 19, 2001) (collectively the "Orders"). By entering into this Agreement which makes available xDSL/HFPL and

associated rates, terms and conditions, neither Party waives any of its rights with respect to the Orders or any other government action. The Parties further acknowledge and agree that the rates, terms and conditions ("provisions") set forth herein are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the provisions set forth herein or elsewhere in this Agreement, specifically including but not limited to those arising with respect to the Orders, the affected provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX LIDB and CNAM – AS

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APPENDIX LIDB and CNAM - AS

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) provided by the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC MIDWEST REGION 5-STATE**, **SBC SNET**, and **SBC NEVADA** do not own a LIDB. Additionally, **SBC SNET** does not own a Calling Name (CNAM) Database. Both **SBC MIDWEST REGION 5-STATE** and **SBC SNET** obtain data storage and administration for these Databases from SBC SNET Diversified Group (SBC SNET DG). SBC SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage for other carriers not a party to this Agreement. The terms, conditions, and prices for LIDB and/or CNAM Database data storage and administration in this Agreement will apply to CLEC's data storage and administration of CLEC's Line Records for accounts provided using **SBC MIDWEST REGION 5-STATE**'s and/or **SBC SNET**'s unbundled local switch ports as well as to accounts provided by CLEC's own switches pursuant to an Interconnection Agreement between CLEC and **SBC MIDWEST REGION 5-STATE** and/or **SBC SNET**. Data storage and administration for all other data on SBC SNET DG's LIDB and CNAM Database must be obtained pursuant to a separate agreement between CLEC and SBC SNET DG.

1.3 **SBC NEVADA** obtains data storage and administration for LIDB and CNAM Database from **SBC CALIFORNIA**, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, condition's and prices for LIDB and/or CNAM data storage and administration in this Agreement will apply to CLEC's data storage and administration of CLEC's Line Records for accounts provided using **SBC NEVADA**'s unbundled local switch ports as well as to accounts provided by CLEC's own switches and connected to **SBC NEVADA**'s network pursuant to an Interconnection Agreement between **SBC NEVADA** and CLEC. Data storage and administration for all other data on **SBC CALIFORNIA**'s LIDB and CNAM Database must be obtained pursuant to a separate agreement between CLEC and SBC CALIFORNIA.

1.4 Any use of the possessive in this Agreement as applied to **SBC MIDWEST REGION 5-STATE**, **SBC SNET**, and **SBC NEVADA** will not indicate ownership but shall have the relationship described in this Section 1.4.

1.5 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.6 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.7 **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.

1.8 **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.

1.9 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.10 **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.

1.11 **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.

1.12 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.13 **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.

1.14 **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.

1.15 **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.

1.16 **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.

1.17 **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.

1.18 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.19 **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.

1.20 **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.

1.21 **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.

1.22 **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.

1.23 **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.

1.24 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.25 **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.

1.26 **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.

1.27 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

2.1 **"Billing Clearinghouse"** means a billing and collection service bureau for Interexchange Carriers and other telecommunication companies which become members and wish to arrange for the billing and collection of services provided to End Users.

2.2 **"Account Owner"** means a telecommunications company, including **SBC-13STATE** that provides an End User's local service and such company stores and/or administers the End User's associated Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

2.3 **"Administer or Administration"** means, for the purpose of this Appendix, the ability of an Account Owner to create, modify, update, or delete its Line Record information in LIDB through interfaces agreed to between the Parties.

2.4 **"Assignment Authority"** means a nine- to thirty-digit code-set that identifies an authorization hierarchy (also known as an object identifier). The format of the nine-digit code set is A-B-CCCC-DDD where "A" represents an international standards body, "B" represents a national standards body, "CCCC" represents a network operator, and "DDD" represents a local assignment. For code-sets from ten to thirty digits, the "DDD" section of the code is expanded to include the extra digits. An Assignment Authority plus a Custom ID comprise the unique identifier of a LIDB Custom Data Element.

2.5 **"Complete Screen"** means that the Query-originator was denied access to all of the information it requested in its Query.

2.6 **"Custom Data Element**" means a Data Element that applies to a specific LIDB or to a specific Account Owner on a specific LIDB. Custom Data Elements do not have a Transaction Capabilities Application Part (TCAP) ID. Instead, they have a unique combination of Assignment Authority and Custom ID. Custom Data Elements are not defined by Telcordia Technologies' Generic Requirements. Validation, Originating Line Number Screening (OLNS), and CNAM Queries cannot retrieve custom Data Elements.

2.7 **"Custom ID"** means a unique two- to five-digit code-set assigned by a LIDB owner to each Custom Data Element stored in a LIDB. A Custom ID plus an Assignment Authority comprise the unique identifier of a LIDB Custom Data Element.

2.8 **"Data Clearinghouse"** means a service bureau for companies that arrange for the collection of data from various sources to arrange for the billing and/or provisioning of services that require data from multiple sources, including LIDB.

2.9 **"Data Element"** means a Line Record informational component that has a unique identifier. Data Elements are identified either as Custom Data Elements or as Standard Elements depending on the type of unique identifier.

2.10 **"Data Screening" (or LIDB Data Screening)** means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information returned to a Query-originator.

2.11 **"Database" (or Data Base)** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information as well as the service logic that provides the transactional processing capability.

2.12 **"GetData"** means the capability of a LIDB owner to process and respond to GetData Queries as well as to create Custom Data Elements and Standard Data Elements accessible via GetData Query processing logic.

2.13 **"GetData Query"** means a specific LIDB Query-type transmitted over the CCS/SS7 network that allows a Query-originator to invoke LIDB GetData query processing logic and thereby extract data from LIDB.

2.14 **"Level 1 Data Screening"** means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, and per LIDB basis.

2.15 **"Level 2 Data Screening"** means a security capability that is Administered by a LIDB owner at the direction or request of an Account Owner or Query Originator. This capability gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, per Account Owner, and per LIDB basis.

2.16 **"Originating Line Number Screening" (OLNS)** means a specific LIDB Query-type that requests the originating call processing, billing, and service profiles of an telephone number.

2.17 **"Originating Point Code" (OPC)** means a 9-digit code that identifies the Service Platform from which a Query originates and to which a Response is returned.

2.18 **"Partial Screen"** means that the Query-originator, as identified in the appropriate layer of the query/message, is denied access to some of the information it requested in its Query.

2.19 **"Personal Identification Number"** (**PIN**) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

2.20 **"Query"** means a message that represents a request to a Database for information.

2.21 **"Query Transport Rate"** means a per-query usage rate that applies to certain Queries transported from an **SBC-12STATE** STP to the SCP where LIDB resides and back.

2.22 **"Response"** means a message that, when appropriately interpreted, represents an answer to a Query.

2.23 **"Standard Data Element"** means a data element in LIDB that has a unique Transaction Capabilities Application Part (TCAP) ID and is defined in Telcordia Technologies' Generic Requirements documentation.

2.24 **"Terminating Point Code"** means a 9-digit code that identifies the network node that will receive a Query or a Response.

2.25 **"Service Platform"** means the physical platform that generates GetData Queries and is identified to LIDB by an Originating Point Code contained in the Query. A service platform may be a telephony switch, an SCP, or any other platform capable of correctly formatting and launching GetData Queries and receiving the associated Response.

2.26 **"Validation Information"** means an Account Owner's records of all of its Calling Card Service and Toll Billing Exception Service.

2.27 **"Validation Query"** means collectively both Calling Card Query and Billed Number Screening (BNS) Query.

3. GENERAL DESCRIPTION

3.1 **SBC-12STATE**'s LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide **SBC-12STATE** with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. **SBC-12STATE**'s LIDB is also connected directly to an adjunct fraud monitoring system.

3.2 From time-to-time, **SBC-12STATE** enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require CLEC to update its Line Records with new or different information. Nothing herein shall require **SBC-12STATE** to make any enhancements to its LIDB except at its sole discretion.

4. SERVICE DESCRIPTION

4.1 Unbundled electronic access to the LIDB SMS provides CLEC with the capability to access and Administer CLEC's Line Record Information in LIDB. Unbundled electronic access to the LIDB SMS is required for CLEC accounts associated with End Users that CLEC services from non-SBC end office switches and is optional for CLEC's accounts associated with unbundled local switch ports.

4.2 CLEC cannot use any of the unbundled, electronic interfaces **SBC-12STATE** provides under this Appendix to access any Line Records CLEC might have in **SBC-12STATE**'s LIDB that are Administered by a company other than CLEC or that CLEC Administers through the Local Service Request (LSR) Process (as that term is discussed in Section 4.7).

4.3 Electronic Interfaces - Where available, **SBC-12STATE** has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

4.3.1 Service Order Entry Interface

4.3.1.1 The Service Order Entry Interface provides switch-based CLECs with unbundled access to **SBC-12STATE**'s LIDB SMS that is equivalent to **SBC-12STATE**'s own service order entry process. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process or other data source into the LIDB SMS. **SBC SOUTHWEST REGION 5-STATE** also provides the Service Order Entry Interface to requesting CLECs that use **SBC SOUTHWEST REGION 5-STATE**'s UNE local switch ports. **SBC CALIFORNIA**, **SBC MIDWEST REGION 5-STATE**, and **SBC SNET** will also provide the Service Order Entry Interface to requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.

4.3.1.2 CLEC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide **SBC-12STATE** with a security gateway for CLEC's access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to **SBC-12STATE**'s Service Order Entry Interface. CLEC does not gain access to any other interface, database, operations support system, or other SMS.

4.3.1.3 **SBC-12STATE** will provide CLEC with the file transfer protocol specifications CLEC will use to Administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for **SBC-12STATE** to provide CLEC with Data Base administration and storage.

4.3.1.4 CLEC can choose the Service Order Entry Interface as its only unbundled electronic interface to a **SBC-12STATE**'s LIDB SMS or CLEC can choose to use this interface in conjunction with the Interactive Interface that **SBC-12STATE** provides under this Appendix. CLEC understands that if it chooses to use only the Service Order Entry Interface, CLEC will not have access to any data Administration capabilities available solely to the Interactive Interface that CLEC has chosen not to use (e.g., the ability to view Line Records in the SMS).

4.3.1.5 CLEC understands and agrees that its access to **SBC-12STATE**'s LIDB SMS through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to **SBC-12STATE** for Administration through the LSR Process.

4.3.2 Interactive Interface

4.3.2.1 The Interactive Interface provides CLEC with unbundled access to **SBC CALIFORNIA**'s and **-SBC SOUTHWEST REGION 5-STATE**'s LIDB SMS that is equivalent to **SBC CALIFORNIA**'s and **SBC SOUTHWEST REGION 5-STATE**'s access at its LIDB Data Base Administration Center (DBAC). Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its Line Records, CLEC can perform

all of the data Administration tasks **SBC CALIFORNIA**'s and/or **SBC SOUTHWEST REGION 5-STATE**'s LIDB DBAC personnel can perform on **SBC CALIFORNIA**'s and/or **SBC SOUTHWEST REGION 5-STATE**'s own Line Records. **SBC MIDWEST REGION 5-STATE** and **SBC SNET** will provide CLEC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.

4.3.2.2 CLEC's access to the LIDB SMS through the Interactive Interface will be limited to CLEC's subscribers' Line Records that are not Administered through the LSR Process.

4.3.2.3 CLEC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for CLEC's access to the Interactive Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to the Interactive Interface and the LIDB SMS. CLEC does not gain access to any other interface, database, operations support system, or other SMS through this Appendix.

4.3.2.4 CLEC will use hardware and software that is compatible with the LIDB administrative system CLEC will access through the Interactive Interface.

4.3.2.5 CLEC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB SMS or CLEC can choose to use this interface in conjunction with the Service Order Entry Interface that **SBC-12STATE** provides under this Appendix. CLEC understands and agrees that if it chooses to use only the Interactive Interface, CLEC will not have access to any data Administration capabilities available solely to the Service Order Entry Interface that CLEC has chosen not to use.

4.4 Data Migration Interface

4.4.1 The Data Migration Interface provides CLEC the ability to migrate its entire data store from **SBC-12STATE** to another LIDB and/or CNAM Database provider.

4.4.2 Data Migration Interface is available for Line Records associated with switch-based CLECs that have electronic unbundled access to **SBC-12STATE**'s LIDB SMS.

4.4.3 When CLEC is migrating its Line Record information to another LIDB and/or CNAM Database provider, CLEC will coordinate its move with the new Database provider.

4.4.3.1 CLEC will coordinate a meeting between its new Database provider and **SBC-12STATE**'s LIDB system administrators to establish all dates for the exchange of Line Record information. CLEC is responsible for initiating all updates to network routing information such as the Calling Name Access Routing Guide (CNARG), LIDB Access Routing Guide (LARG), and Number Portability Administration Center (NPAC).

4.4.3.2 CLEC will use its electronic unbundled interface(s) to delete all Line Records from **SBC-12STATE**'s LIDB and/or CNAM Database according to the schedule established by its new Database provider. Alternatively, CLEC may request **SBC-12STATE** to delete its records, however, such requests must be made in writing and may require CLEC to provide a complete list of all telephone numbers to be deleted.

4.4.3.3 In **SBC SOUTHWEST REGION 5-STATE** only, CLEC will update its LIDB Ballot to indicate that Line Records associated with conversion activity will result in the deletion of the Line Record from **SBC SOUTHWEST REGION 5-STATE**'s LIDB.

4.4.3.4 **SBC-12STATE** will provide Data Migration information to CLEC's new LIDB and/or CNAM Database provider formatted as set forth in GR-2992-CORE, using a medium agreed to between **SBC-12STATE** and CLEC's new LIDB and/or CNAM Database provider.

4.4.4 When CLEC is migrating its LIDB and/or CNAM Line Record information to **SBC-12STATE**, **SBC-12STATE** will coordinate with CLEC to establish all dates for the exchange of Line Record information as well as updates to network routing information such as the Calling Name Access

Routing Guide (CNARG) and the LIDB Access Routing Guide (LARG). CLEC is responsible for all updates to the Number Portability Administration Center (NPAC) that will support its data migration.

4.4.5 **SBC-12STATE** will accept Data Migration information from CLEC's previous LIDB and/or CNAM Database provider in a format set forth in GR-2992-CORE using a medium agreed to between **SBC-12STATE** and CLEC's previous LIDB and/or CNAM Database provider.

4.4.6 CLEC is responsible for arranging for the deletion of its Line Record information from its prior LIDB and/or CNAM Database.

4.5 LIDB Editor Interface

4.5.1 LIDB Editor Interface provides CLEC with unbundled access to **SBC-12STATE**'s LIDB Editor that is equivalent to **SBC-12STATE**'s manner of access. LIDB Editor provides CLEC with emergency access to LIDB when a LIDB SMS is unable to access LIDB or is otherwise inoperable. **SBC-12STATE** will also provide CLEC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow CLEC to communicate with a LIDB SMS.

4.5.2 LIDB Editor Interface is not an interface to a LIDB SMS. LIDB Editor is an SCP tool accessible only by authorized **SBC-12STATE** employees. CLEC will have access to such **SBC-12STATE** employees only for the same purposes that **SBC-12STATE** has access to LIDB Editor.

4.5.3 **SBC-12STATE** limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.

4.5.4 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.

4.5.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to **SBC-12STATE** at the time CLEC makes its update request. CLEC and **SBC-12STATE** will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.

4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between LIDB SMS data and LIDB data. CLEC agrees that it will confirm all LIDB Editor Interface updates over the administrative interface it uses to Administer its Line Records once SMS update capability is restored. CLEC understands that if it does not confirm such updates its updates might become reversed during audit processing.

4.6 Audits

4.6.1 LIDB Audit

4.6.1.1 This audit is between the LIDB SMS and LIDB. This audit verifies that the LIDB SMS records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the LIDB SMS and LIDB, regardless of account ownership.

4.6.1.2 **SBC-12STATE** will run the LIDB audit on a daily basis.

4.6.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

4.6.2 Source Audit

4.6.2.1 This audit verifies that an Account Owner's Line Records in the LIDB SMS match the source of the Account Owner's Line Records.

4.6.2.2 For purposes of this audit, the source of CLEC's Line Records Administered through the LSR Process will be the **SBC-12STATE**'s billing system that contains the LIDB data for such Account Owners.

4.6.2.3 For purposes of this audit, the source of CLEC's Line Records Administered through direct unbundled electronic interfaces shall be CLEC's system or process as identified by CLEC.

4.6.2.4 **SBC-12STATE** will provide CLEC with a file containing all of CLEC's Line Records in LIDB that CLEC Administers through unbundled electronic interface(s). **SBC-12STATE** will deliver such file(s) to CLEC electronically over the Service Order Entry Interface.

4.6.2.5 CLEC will use the file **SBC-12STATE** provides in Section 4.6.2.4 to audit CLEC's LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the unbundled electronic interface(s) CLEC has requested under this Appendix.

4.6.2.6 **SBC-12STATE** will provide CLEC with scheduled and unscheduled Source Audits as set forth following: (i) **SBC-12STATE** will provide CLEC with a source audit file once per year. Such audit files will represent CLEC's entire data store of Line Records to which CLEC has administrative access. CLEC is responsible for initiating all requests for Source Audits. The Parties will mutually agree upon the dates such audit files will be provided; (ii) CLEC can request additional source audit files and **SBC-12STATE** will work cooperatively to accommodate all reasonable CLEC requests for such additional source audit files.

4.6.3 Data Screening Verification

4.6.3.1 **SBC 12STATE** will accept CLEC requests for verification of its Level 2 Data Screening requests only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by **SBC-12STATE** which the Parties agree **SBC-12STATE** may change from time to time.

4.7 LSR Process

4.7.1 The LSR Process allows CLEC to create and Administer CLEC's data through a bundled **SBC-12STATE**'s service order flow. The LSR Process is only available to CLEC when CLEC is providing service to End Users using **SBC-12STATE**'s UNE local switch ports.

4.7.2 The LSR Process is not an interface to the LIDB SMS. CLEC can obtain access to **SBC-12STATE**'s LIDB SMS only through the electronic unbundled interfaces **SBC-12STATE** offers in Section 4.3 of this Appendix.

4.7.3 CLEC will not have direct access to any of its records in the LIDB administrative system that CLEC Administers through the LSR Process.

4.7.4 CLEC will provide complete information in its LSR to **SBC-12STATE** so that the LSR Interface can populate CLEC's line record completely, accurately, and in a timely manner. If CLEC's LSR does not contain information needed to populate a Standard Data Element in LIDB, **SBC-12STATE** will populate such Data Element with **SBC-12STATE**-defined default information. Such default derivation will apply to all CLECs using the LSR Process that also omit such Standard Data Element(s). Use of default information does not relieve CLEC of its responsibility for providing **SBC-12STATE** complete and accurate information. In the event **SBC-12STATE** populates CLEC's Line Records with default information under this paragraph, **SBC-12STATE** will not be responsible for any claim or damage resulting from the use of such default information, except in the event of **SBC-12STATE**'s gross negligence or willful misconduct.

4.7.5 CLEC will provide to **SBC-12STATE** during the development process to create and Administer CLEC's Custom Data Element(s) what actions the LIDB SMS will take if CLEC omits Custom Data Element information from its LSR.

4.7.6 The following applies only to **SBC SOUTHWEST REGION 5-STATE**.

4.7.6.1 **SBC SOUTHWEST REGION 5-STATE** will transfer LIDB Line Records between local service providers (including **SBC SOUTHWEST REGION 5-STATE**) based on conversion

activity either with changes to End User information or without changes to End User information. An example of non-End User information is the Account Owner field.

4.7.6.2 CLEC will identify through a registration form or ballot that **SBC SOUTHWEST REGION 5-STATE** will make available to CLEC, how CLEC's Line Records will be created, transferred, or administered.

4.7.6.3 New Connect Activity. If CLEC has operational unbundled electronic interfaces, CLEC can identify whether **SBC SOUTHWEST REGION 5-STATE** will create LIDB Line Records based on an LSR for new connect activity or CLEC will create such Line Records.

4.7.6.4 Conversion Activity. CLEC will identify whether **SBC SOUTHWEST REGION 5-STATE** will convert LIDB Line Records from a previous local service provider (including **SBC SOUTHWEST REGION 5-STATE**) to CLEC with changes to End User information or without changes to End User information. If CLEC has operational, unbundled electronic interfaces and CLEC so desires, CLEC can choose to have **SBC SOUTHWEST REGION 5-STATE** delete LIDB Line Records rather than transfer such records to CLEC from the previous local service provider (including **SBC SOUTHWEST REGION 5-STATE**).

4.7.6.5 Ongoing Administration. CLEC will identify whether ongoing administration of its Line Records will be done by CLEC directly through its unbundled electronic interface or through the LSR Process.

4.8 Fraud Monitoring

4.8.1 **SBC-12STATE**'s fraud monitoring system(s) provides CLEC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. **SBC-12STATE** will provide CLEC with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

4.9 LIDB Data Screening

4.9.1 LIDB Data Screening is a security application that provides CLEC with the capability of allowing, denying, or limiting a Query originator's access to CLEC's data that is stored on **SBC-12STATE**'s LIDB(s). CLEC can apply such security application on a per-Originating Point Code, per-Query type, per-Data Element, and LIDB basis.

4.9.2 The ability to allow or limit Query originators to CLEC's data provides CLEC with the ability to use LIDB to create proprietary or custom services such as proprietary calling cards or other services based upon LIDB data.

4.9.3 **SBC-12STATE** will not share with CLEC the Level 2 Data Screening decisions of any other Account Owner in LIDB. However, **SBC-12STATE** will work cooperatively with CLEC to implement and manage CLEC's Data Screening needs.

5. MANNER OF PROVISIONING

5.1 **SBC-12STATE** will provide to CLEC, on request, **SBC-12STATE**-specific documentation regarding record formatting and associated hardware requirements of the interfaces **SBC-12STATE** provides for LIDB data Administration when CLEC chooses to use such interfaces.

5.2 CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

5.3 **SBC-12STATE** will input information provided by CLEC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that CLEC will store in **SBC-12STATE**'s LIDB. CLEC shall provide all information needed by **SBC-12STATE** to fully and accurately populate all Standard Data Elements in a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating

Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.

5.4 Forecasts

5.4.1 CLEC will furnish, prior to the initial load of CLEC's data, and as requested by **SBC-12STATE** thereafter, the following forecast data:

5.4.1.1 the number of working lines per account group;

5.4.1.2 the number of working line numbers to be established;

5.4.1.3 the average number of monthly changes to these records;

5.4.1.4 the number of busy hour queries, by query type; and

5.4.1.5 the number of annual queries by query type.

5.4.2 CLEC will furnish, prior to any development CLEC will undertake to create any Custom Data Element, the following forecast information:

5.4.2.1 The size of the Data Element in terms of bytes;

5.4.2.2 The frequency of updates on a per-Custom Data Element Basis;

5.4.2.3 The number of Line Records to which the Custom Data Element will apply; and

5.4.2.4 The number of monthly busy hour queries that will request the new Custom Data Element(s).

5.4.3 If **SBC-12STATE**, at its sole discretion, determines that it lacks adequate storage or processing capability, prior to the initial loading of CLEC information, **SBC-12STATE** will notify CLEC of **SBC-12STATE**'s inability to provide the Custom Data Element until such time as **SBC-12STATE** gains adequate SMS and/or LIDB data storage and Administration and/or processing capability. Customer will request such additional data storage and Administration and/or processing capability through the Bona Fide Request (BFR) process and **SBC-12STATE** will have no liability to CLEC while **SBC-12STATE** gains such needed data storage and administration and/or processing capability.

5.5 CLEC may submit updated or changed forecasts due to unforeseen events at any time and **SBC-12STATE** encourages CLEC to submit such forecasts as soon as practical. **SBC-12STATE** may request revised forecasts, but no more frequently than every six (6) months and then only if **SBC-12STATE** has reason to believe there may be significant error in CLEC's latest forecast.

5.6 CLEC will furnish all Line Records and Group Records in a format required by **SBC-12STATE** to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

5.7 CLEC is solely responsible for all Line Records for which CLEC is the Account Owner. This includes all data, data Administration, Line Records that CLEC creates, Line Records that **SBC-12STATE** creates on CLEC's behalf, or Line Records that are transferred to CLEC as a result of CLEC becoming the provider of local service to the End User(s) associated with such Line Records.

5.8 The unbundled electronic interfaces offered in this Appendix are the sole means through which CLEC can directly administer its Line Records in **SBC-12STATE**'s LIDB.

5.9 CLEC will Administer its data in **SBC-12STATE**'s LIDB in such a manner that accuracy of response information and consistency of available data contained within the LIDB are not adversely impacted. CLEC's Administrative responsibility includes, but is not limited to:

5.9.1 Populating all Standard Data Elements defined for **SBC-12STATE**'s LIDB.

5.9.2 Deleting Line Records from **SBC-12STATE**'s LIDB when CLEC migrates Line Record from an **SBC-12STATE**'s LIDB to another LIDB or LIDB-like Database unless CLEC otherwise arrange with **SBC-12STATE** to delete such records on CLEC's behalf.

5.9.3 Deleting Line Records from **SBC-12STATE**'s LIDB associated with End Users that disconnect from or otherwise leave CLEC's service.

5.9.4 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in an **SBC-12STATE**'s LIDB, CLEC will administer those records through the unbundled electronic interfaces **SBC-12STATE** offers in Sections 4.3 through 4.3.2.5 of this Appendix, so that companies that query the **SBC-12STATE**'s LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.

5.9.5 If CLEC has operational unbundled electronic interfaces and CLEC has chosen to create its own records in LIDB, CLEC will create its records within twenty-four (24) hours of **SBC-12STATE**'s deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the End-User with dial tone.

5.9.6 If CLEC administers its Line Records directly through unbundled electronic interfaces and CLEC does not provide service using an **SBC-12STATE**'s UNE local switching port, CLEC will delete its LIDB Line Records associated with an End-User disconnecting telecommunications service. CLEC will delete such Line Records within twenty-four (24) hours of the End User's disconnection.

5.10 CLEC will use either the LSR Process or an unbundled electronic interface(s) for all accounts that use the same NECA, Inc. company code.

5.11 If CLEC begins providing local services before CLEC completes and returns to **SBC SOUTHWEST REGION 5-STATE** its LSR Process registration form, **SBC SOUTHWEST REGION 5-STATE** will treat CLEC's LSRs as if CLEC has elected to Administer all activity on its Line Records directly through an unbundled electronic interface.

5.12 **SBC-12STATE** will provide the capability needed to perform query/response functions on a call-by-call basis for CLEC's Line Records residing in an **SBC-12STATE** LIDB.

5.13 With respect to all matters covered by this Appendix, each Party shall adopt and comply with **SBC-12STATE**'s standard operating methods and procedures and shall observe the rules and regulations that cover the Administration of the LIDB SMS and the fraud monitoring system, as set forth in **SBC-12STATE** practices. The Parties acknowledge that **SBC-12STATE** may change those practices from time to time.

5.14 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an **SBC-12STATE**'s LIDB is the responsibility of **SBC-12STATE**. CLEC acknowledges and agrees that **SBC-12STATE**, in its role as system administrator, may need to access any record in LIDB, including any such records administered by CLEC over unbundled electronic interfaces. **SBC-12STATE** will limit such access to those actions necessary, in its reasonable judgement, to ensure the successful operation and Administration of **SBC-12STATE**'s SCP and LIDB.

5.15 If CLEC creates its Line Records directly through unbundled electronic interfaces, CLEC will not have to provide on its LSR its end-user marketing and/or service information for LIDB on new connect and conversion activity LSRs. CLEC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if CLEC will perform ongoing Administration of its Line Records directly through unbundled electronic interfaces.

5.16 **SBC-12STATE** will, at its sole discretion, allow or negotiate any access to an **SBC-12STATE**'s LIDB. CLEC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an **SBC-12STATE**'s LIDB. CLEC acknowledges that when **SBC-12STATE** allows an entity to access **SBC-12STATE**'s LIDB, such Query originators will also have access to CLEC's data that is also stored in such **SBC-12STATE**'s LIDB unless CLEC otherwise invokes Level 2 Data Screening.

5.17 The following applies only to **SBC SOUTHWEST REGION 5-STATE**

5.17.1 **SBC SOUTHWEST REGION 5-STATE** will identify Line Records it transfers to CLEC's ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. CLEC must confirm that it provides the same services to the End-User as did

the previous local service provider by changing the record status indicator back to a value of stable. If CLEC does not make its confirmation within seven (7) days, of the transfer, **SBC SOUTHWEST REGION 5-STATE** will convert all billing indicators of said Line Record to a denial value. If such Line Record continues to remain in transitional status, **SBC SOUTHWEST REGION 5-STATE** will consider the Line Record abandoned by CLEC and delete such Line Record on the twenty-first (21) day after the record's creation. For purposes of calculating the seventh and twenty-first day, **SBC SOUTHWEST REGION 5-STATE** will count the day of the record's creation as zero (0). **SBC SOUTHWEST REGION 5-STATE**'s ability to delete such Line Records does not relieve CLEC of its responsibility to Administer its records accurately and in a timely manner.

5.17.2 If CLEC elects to have **SBC SOUTHWEST REGION 5-STATE** transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity, and CLEC elects to have such records transferred without changes to end-user data, **SBC SOUTHWEST REGION 5-STATE** will transfer all pre-existing end-user information, including calling card information, to CLEC's ownership. However, such transfers will result in changes to record ownership information such as Account Owner and Revenue Accounting Office (RAO) data as such information is entered by CLEC on its LSR, or default information created from a lack of CLEC's entry of data.

5.17.3 If CLEC elects to have **SBC SOUTHWEST REGION 5-STATE** transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity and CLEC elects to have such records transferred with changes to end-user data, **SBC SOUTHWEST REGION 5-STATE** will change every data element in the LIDB Line Record as part of the transfer of ownership. However, **SBC SOUTHWEST REGION 5-STATE** will not mark such records as transitional. **SBC SOUTHWEST REGION 5-STATE** will change all LIDB Line Record Data Elements based on CLEC's LSR that initiated the Line Record's transfer of ownership. If CLEC did not populate all LIDB Standard Data Elements on its LSR, **SBC SOUTHWEST REGION 5-STATE** will create default values for the Data Elements or derive the values for those Data Elements based on other LSR entries.

5.18 LIDB Data Screening

5.18.1 **SBC-12STATE** is solely responsible for initiating, modifying, or deactivating Level 1 Data screening. CLEC is solely responsible for initiating, modifying, or deactivating Level 2 Data Screening.

5.18.2 CLEC understands that requests to allow, deny, or limit a Query originator's access to CLEC's data will apply to the point code associated with the service platform that launches the LIDB Query. As such, all entities that Query LIDB through a single originating point code will be affected by CLEC's Level 2 Data Screening decisions regarding such Originating Point Code.

5.18.3 CLEC will use an interface designated by **SBC-12STATE** to notify **SBC-12STATE** of CLEC's Level 2 Data Screening requests. **SBC-12STATE** will accept such blocking requests from CLEC only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by **SBC-12STATE**. CLEC will provide such Level 2 Data Screening requests according to time frames set forth in **SBC-12STATE**'s operating procedures, which the Parties agree **SBC-12STATE** may change from time to time at its sole discretion. **SBC-12STATE** shall not be responsible for any claims related to untimely or incorrect blocking requests.

5.18.4 CLEC will Administer its LIDB Data Screening Requests according to methods and procedures developed by **SBC-12STATE** which the Parties agree **SBC-12STATE** may change from time to time at its sole discretion. The Parties will work cooperatively to administer CLEC's Level 2 Data Screening in a timely and efficient manner.

5.18.5 If an entity with appropriate jurisdictional authority determines that **SBC-12STATE** cannot offer Level 2 Data Screening and/or determines that **SBC-12STATE** cannot comply with CLEC's request for Level 2 Data Screening, the Parties agree that **SBC-12STATE** will not abide by CLEC's requests for such Data Screening and **SBC-12STATE** will not have any liability to CLEC for not providing such Data Screening.

5.18.6 If CLEC, or CLEC's affiliate(s), also originate queries to **SBC-12STATE**'s LIDB(s) and CLEC and/or CLEC's affiliate(s) has obtained a ruling from a regulatory or judicial entity having appropriate authority, that its Queries cannot be screened from the data of any or all Account Owner(s) in **SBC-12STATE**'s LIDB, CLEC may not request Level 2 Data Screening to limit or restrict its data to any or all Query originators. If CLEC has already obtained Level 2 Data Screening prior to its or its affiliate obtaining such regulatory or judicial ban, the Parties agree that **SBC-12STATE** can remove any prior Level 2 Data Screening requests that CLEC has made in accordance with such jurisdictional or regulatory directive.

5.18.7 CLEC understands that LIDB Data Screening is a capability of a LIDB and can apply only to CNAM information when such information is part of a LIDB rather than a stand-alone CNAM Database.

5.18.8 CLEC understands that decisions to limit or deny its data to Query originators might result in denial of service or impairment of service to its End Users when such End Users attempt to use services provided by the Query originator and those services rely on LIDB data.

5.18.9 CLEC is responsible for resolving all disputes regarding its decision to deploy or not deploy Level 2 Data Screening with Query originators. CLEC agrees that, based upon a request from a Query originator, **SBC-12STATE** will identify to such Query originator the presence of Level 2 Data Screening.

5.18.10 CLEC understands that SBC may offer a reverse form of LIDB Data Screening to Query originators that allow such originators to limit or deny the data they receive from **SBC-12STATE**'s LIDB on an Account Owner basis. CLEC further understands that where available, **SBC-12STATE** will honor such requests from Query originators.

5.19 Custom Data Elements

5.19.1 The Parties will work together for the creation of Custom Data Elements that are specific to CLEC's Line Records as set forth following:

5.19.2 **SBC-12STATE** will establish all Assignment Authorities and Custom Ids for all Account Owners for all Custom Data Elements.

5.19.3 The Parties will work cooperatively to develop Custom Data Elements in an efficient manner.

5.19.4 CLEC will confirm to **SBC-12STATE**'s SMS administrators that CLEC has established processes or procedures that will maintain the accuracy, consistency, and timeliness of the Custom Data Elements CLEC requests to create. **SBC-12STATE** will, upon request, work with CLEC to recommend processes and procedures that may assist CLEC in its efforts. To the extent that any new process or procedure will result in changes to **SBC-12STATE**'s SMS or its interfaces, including the LSR process, such changes will be done pursuant to the BFR Process.

5.19.5 Requests to create Custom Data Elements that require the addition of hardware and/or software on **SBC-12STATE**'s LIDB and/or LIDB SMS will be provided pursuant to the BFR Process.

5.19.6 CLEC will abide by **SBC-12STATE** methods and procedures for creating Custom Data Elements.

5.19.7 CLEC will Administer all Custom Data Elements it creates through the same data administration interface it uses to administer its Standard Data Elements.

5.19.8 If CLEC uses the LSR Process to administer its data and CLEC requests creation of Custom Data Elements, CLEC is responsible for initiating, through Change Management, the needed changes to the LSR and Operations Support Systems that are needed, including audit processes, to support such data administration. All such changes will be made pursuant to the BFR Process.

5.19.9 The Parties agree that all Custom Data Elements are the proprietary property of the Account Owner associated with the Custom Data Element. CLEC will not ask for, and **SBC-12STATE** will not provide, CLEC with a list of other Account Owners' Custom Data Elements.

5.19.10 CLEC is responsible for identifying to **SBC-12STATE**, through a process or procedure established by **SBC-12STATE** what Originating Point Codes are allowed and/or not allowed, to access CLEC's Custom Data Elements.

5.19.11 CLEC will not create a Custom Data Element when a Standard Data Element has already been deployed on **SBC-12STATE**'s LIDB. If CLEC has created a Custom Data Element and a Standard Data Element is subsequently deployed on **SBC-12STATE**'s LIDB for the same Data Element, CLEC will convert its Custom Data Element to a Standard Data Element. The Parties will work cooperatively to effect such conversion as quickly as possible.

6. BILLING

6.1 When **SBC-13STATE** or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as set forth in either Section 6.1.1 or 6.1.2 of this Appendix.

6.1.1 CLEC will bill the appropriate charges to its End Users, on behalf of **SBC-13STATE** or a third party.

6.1.2 CLEC will provide to **SBC-13STATE** or the third party all necessary billing information needed by **SBC-13STATE** or the third party to bill the End User directly.

6.2 CLEC understands that if CLEC chooses the option set forth in Section 6.1.2 of this Appendix, other providers, including **SBC-13STATE**, may choose to deny services to CLEC's subscribers.

6.3 **SBC SNET** will charge CLEC a One-Time Administrative Fee Charge ("One Time Charge") as set forth in Appendix Pricing. Additional Administrative Fee Charges ("Additional Charges"), approved in writing by CLEC and incurred by **SBC SNET** during Service set up shall be passed on to CLEC on an individual case basis. CLEC shall pay such One Time Charge upon execution of this Appendix and any approved Additional Charges at the time such charges are incurred by **SBC SNET** and billed to CLEC, in accordance with **SBC SNET**'s invoice.

7. PRICE AND PAYMENT

7.1 **SBC MIDWEST REGION 5-STATE** will charge CLEC $2.00 for every Line Record update it accepts from CLEC via a manual fax. The foregoing notwithstanding, nothing in this Agreement requires **SBC MIDWEST REGION 5-STATE** to accept a faxed request for Line Record updates. All requests for faxed updates will be negotiated in advance between CLEC and **SBC MIDWEST REGION 5-STATE**. **SBC MIDWEST REGION 5-STATE** will not accept a fax for any Line Record associated with accounts provided on CLEC's own switches or accounts administered through CLEC's unbundled electronic interface(s).

8. CONFIDENTIALITY

8.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

9. LIABILITY

9.1 In addition to any other limitations of liability set forth in this Agreement, **SBC-12STATE** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunctions of a LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of **SBC-12STATE**. Any such losses or damages for which **SBC-12STATE** is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges incurred for a LIDB administrative system during the period beginning at the time **SBC-12STATE** receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

9.2 In addition to any other limitations of liability set forth in this Agreement, **SBC-12STATE** will not be liable for any losses or damages arising out of **SBC-12STATE**'s administration of fraud monitoring or Automatic Fraud Monitoring systems.

9.3 In addition to any other indemnity obligations set forth in this Agreement, CLEC agrees to release, indemnify, defend, and hold harmless **SBC-12STATE** from any and all claims, demands, or suits brought by a third party against **SBC-12STATE**, directly or indirectly, arising out of **SBC-12STATE**'s provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which **SBC-12STATE** is found liable as a result of its sole negligence.

9.4 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless **SBC-12STATE** from any and all claims, demands, or suits brought by a third party against **SBC-12STATE**, directly or indirectly arising out of **SBC-12STATE**'s administration of **SBC-12STATE**'s fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which **SBC-12STATE** is found liable as a result of its gross negligence or willful misconduct.

9.5 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless **SBC-12STATE** from any and all claims, demands, or suits brought by a third party against **SBC-12STATE**, directly or indirectly, arising out of CLEC's administration of its data or failure to administer its data under this Appendix.

9.6 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend and hold harmless **SBC-12STATE** from any and all claims, demands, or suits brought by a third party against **SBC-12STATE**, directly or indirectly, arising out of CLEC's refusal to provide billing as set forth in Section 6.1.2 of this Appendix.

10. DISCLAIMER OF WARRANTIES

10.1 **SBC-12STATE** MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE FRAUD MONITORING SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, **SBC-12STATE** ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX LIDB AND CNAM SERVICE

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APPENDIX LIDB AND CNAM SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service and/or Calling Name Database Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 Neither **SBC MIDWEST REGION 5-STATE** nor **SBC SNET** own a LIDB. Additionally, **SBC SNET** does not own a CNAM Database. Both **SBC MIDWEST REGION 5-STATE** and **SBC SNET** obtain these services from SBC SNET Diversified Group (SBC SNET DG). SBC SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, conditions, and prices for query access in this Agreement will apply to CLEC's Query access of **SBC MIDWEST REGION 5-STATE**'s and **SBC SNET**'s data on SBC SNET DG's Database. Query access to all other data on SBC SNET DG's LIDB and CNAM Database will be pursuant to an agreement between CLEC and SBC SNET DG. Any use of the possessive in this Agreement as applied to **SBC MIDWEST REGION 5-STATE** and **SBC SNET** will not indicate ownership but shall have the relationship described in this paragraph 1.2.

1.3 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.4 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.5 **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.

1.6 **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.

1.7 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.8 **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.

1.9 **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.

1.10 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.11 **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.

1.12 **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.

1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.14 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.15 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.16 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.18 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.19 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.20 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.21 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.22 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.23 **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.

1.24 **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.

1.25 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

2.1 **"Database" (or Data Base)** means an integrated collection of related data. In the case of LIDB and the CNAM Database, the database is the line number and related line information.

2.2 **"Account Owner"** means a telecommunications company, including **SBC-13STATE** that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

2.3 **"Personal Identification Number"** (**PIN**) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

2.4 **"Query"** means a message that represents a request to a Database for information.

2.5 **"Query Rate"** means a per-query usage rate that applies to each Query received at an **SBC-12STATE** Database.

2.6 **"Query Transport Rate"** means a per-query usage rate that applies to certain Queries transported from an **SBC-12STATE** STP to the SCP where LIDB and/or the CNAM Database resides and back.

2.7 **"Response"** means a message that, when appropriately interpreted, represents an answer to a Query.

3. DESCRIPTION OF SERVICE

3.1 LIDB Service and/or CNAM Query provides CLEC with certain line information that CLEC may use to facilitate completion of calls or services. **SBC-12STATE** provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:

3.1.1 Tariff FCC No. 2 (applicable only to **SBC MIDWEST REGION 5-STATE**)

3.1.2 Tariff FCC No. 73 (applicable only to **SBC SOUTHWEST REGION 5-STATE**)

3.1.3 Tariff SBC SNET Connecticut Access Tariff (applicable only to **SBC SNET**)

3.1.4 Tariff FCC No. 128 (applicable only to **SBC CALIFORNIA**)

3.2 **SBC-12STATE** will provide CLEC with access to **SBC-12STATE**'s CNAM Database for CNAM Query except **SBC MIDWEST REGION 5-STATE** will provide access to its CNAM Database after May 17, 2000. CNAM Query allows CLEC to retrieve the name associated with a calling number for use in CLEC's Calling Name Delivery Service (CNDS).

3.3 All CLEC CNAM Queries to **SBC-12STATE**'s CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. CLEC acknowledges that such subsystem number and translation type values are necessary for **SBC-12STATE** to properly process Queries to its CNAM Database.

3.4 CLEC acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of **SBC-12STATE**'s CCS/SS7 network. CLEC further agrees that **SBC-12STATE**, at its sole discretion, shall employ certain automatic and/or manual overload controls within **SBC-12STATE**'s CCS/SS7 network to guard against these detrimental effects. **SBC-12STATE** will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.

3.5 Prior to **SBC-12STATE** initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application, including CNAM Query. If, prior to the establishment of a mutually agreeable service effective date in writing, **SBC-12STATE**, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service and/or CNAM Query to CLEC, **SBC-12STATE** shall notify CLEC of **SBC-12STATE**'s intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to **SBC-12STATE**.

3.6 CLEC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. CLEC shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.

3.7 CLEC understands that access to **SBC-12STATE**'s LIDB and/or CNAM Database may not provide CLEC with access to all of the data of all Account Owners in **SBC-12STATE**'s LIDB and/or CNAM Database. When a region in **SBC-12STATE** implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict CLEC from accessing their data. CLEC understands that **SBC-12STATE** will comply with Account Owners' requests to so limit or restrict their data. Should CLEC desire access to any restricted Account Owner's LIDB Information, CLEC understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between CLEC and said Account Owner.

3.8 Account Owners are solely responsible for the accuracy and completeness of the Line Records they store in **SBC-12STATE**'s LIDB and/or CNAM Database; accordingly **SBC-12STATE** is not responsible for the accuracy or completeness of those Line Records. CLEC will resolve any disputes regarding data accuracy with the appropriate Account Owner.

3.9 **SBC-12STATE** provides LIDB Service and/or CNAM Database as set forth in this Appendix only as such services are used for CLEC's activities on behalf of CLEC's local service customers where **SBC-13STATE** is the incumbent local exchange carrier. CLEC agrees that any use of **SBC-12STATE**'s LIDB, for the provision of LIDB Service Applications and/or CNAM Query by CLEC outside of the area where **SBC-13STATE** is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4. PRICE AND PAYMENT

4.1 CLEC will pay **SBC-12STATE** a per-Query rate for each Query initiated into **SBC-12STATE**'s LIDB and/or CNAM Database. CLEC will also pay **SBC-12STATE** a per-Query Transport Rate for each Validation and OLNS Query initiated into **SBC-12STATE**'s LIDB and for each CNAM Query initiated into **SBC SOUTHWEST REGION 5-STATE**'s LIDB. These rates are set forth in Appendix Pricing.

4.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.

4.3 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service, LIDB Service Application, and/or CNAM Query in **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE**. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.

4.4 CLEC will make payment to **SBC-12STATE** for LIDB Service and/or CNAM Query based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services and/or CNAM Query provided hereunder are subject to change effective with any revisions of such tariffs.

4.5 Except as set forth in Section 4.11, **SBC-12STATE** will record usage information for CLEC's LIDB Service Queries and/or CNAM Queries terminating to **SBC-12STATE**'s LIDB. **SBC-12STATE** will use its SCPs as the source of usage data.

4.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.

4.7 CLEC will notify **SBC-12STATE** when CLEC discontinues use of an OPC used to Query LIDB and/or CNAM Database.

4.8 **SBC-12STATE** will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.

4.9 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to **SBC-12STATE**'s LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query

and/or Response takes place, when such Queries support CLEC's CLEC operations within **SBC-12STATE**'s incumbent serving areas and when such Queries support other uses of CLEC's service platforms.

4.10 If CLEC operates in more than one (1) State in **SBC SOUTHWEST REGION 5-STATE**'s or **SBC MIDWEST REGION 5-STATE**'s incumbent region(s), **SBC SOUTHWEST REGION 5-STATE** and/or **SBC MIDWEST REGION 5-STATE** will apply company-level rates to the LIDB Services and/or CNAM Query provided to CLEC under this Agreement. **SBC SOUTHWEST REGION 5-STATE** and/or **SBC MIDWEST REGION 5-STATE** will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB and/or CNAM information.

4.11 The following applies only to **SBC CALIFORNIA**:

4.11.1 Except as set forth in Sections 4.11.2 through 4.11.6, **SBC CALIFORNIA** will record usage information for CLEC's LIDB Service Queries terminating to **SBC CALIFORNIA**'s LIDB. **SBC CALIFORNIA** will use its SCPs as the source of usage data.

4.11.2 Until such time as **SBC CALIFORNIA** has the usage recording ability set forth in Section 4.5 above, CLEC will provide **SBC CALIFORNIA** with usage information from which **SBC CALIFORNIA** will bill CLEC for both CLEC's access and CLEC's Query-originating carrier customers' access to **SBC CALIFORNIA**'s Calling Name Database and to **SBC CALIFORNIA**'s LIDB for OLNS Queries. CLEC will provide such information to **SBC CALIFORNIA** on a monthly basis by a date agreed to by **SBC CALIFORNIA** and CLEC. CLEC will deliver such information to locations specified by **SBC CALIFORNIA**. If CLEC uses a third-party's network to access **SBC CALIFORNIA**'s Calling Name Database and/or **SBC CALIFORNIA**'s LIDB for OLNS Queries, and CLEC's third-party network provider can record and provide **SBC CALIFORNIA** with recordings of CLEC's usage, **SBC CALIFORNIA** will accept such usage provided that the requirements in this Section 4.11 will apply to CLEC's third-party network provider.

4.11.3 CLEC will provide to, or cause to be provided to, **SBC CALIFORNIA** CNAM Query and/or OLNS Query usage information at no additional charge to **SBC CALIFORNIA**. CLEC will either aggregate such usage by Originating Point Code or CLEC will provide **SBC CALIFORNIA** with reports that identifies usage by Originating Point Code. CLEC and **SBC CALIFORNIA** will agree upon the format and media type that CLEC will use to provide such usage data to **SBC CALIFORNIA**. CLEC understands and agrees that **SBC CALIFORNIA** cannot identify access by Account Owner until **SBC CALIFORNIA** has the capability set forth in Section 4.5 above. When **SBC CALIFORNIA** has the ability set forth in Section 4.5 above, **SBC CALIFORNIA** will bill CLEC based upon **SBC CALIFORNIA**'s own usage recordings as set forth in Section 4.5 above.

4.11.4 **SBC CALIFORNIA** will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by CLEC.

4.11.5 While the provisions in Section 4.11 are in effect, CLEC agrees that **SBC CALIFORNIA** will bill CLEC for all CNAM Queries and/or OLNS Queries CLEC originate or transports to **SBC CALIFORNIA**'s network. CLEC will recover from its Query-originating carrier customers (if any) any charges associated with their access to **SBC CALIFORNIA**'s Calling Name Database or **SBC CALIFORNIA**'s LIDB for OLNS Queries, including such charges from **SBC CALIFORNIA**. CLEC agrees that it will not bill its Query-originating carrier customers for any usage that CLEC has not reported to **SBC CALIFORNIA** for billing. Once **SBC CALIFORNIA** has the ability set forth in Section 4.5 above, **SBC CALIFORNIA** and CLEC will jointly determine which, if any, of CLEC's Query-originating carrier customers will be direct-billed from **SBC CALIFORNIA** as set forth in Section 4.5 above.

4.11.6 Based upon the data identified in Section 4.5 of this Appendix, **SBC CALIFORNIA** will bill CLEC for its LIDB Service Queries on a monthly basis.

5. OWNERSHIP OF INFORMATION

5.1 Telecommunications companies depositing information in **SBC-12STATE**'s LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.

5.2 Unless expressly authorized in writing by the Parties, CLEC will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. CLEC may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. CLEC may not store for future use any non-CLEC data that CLEC access from **SBC-12STATE**'s LIDB. **SBC-12STATE** agrees that CLEC may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate CLEC's facilities usage needs, and for engineering, capacity, and network planning. CLEC agrees that SWBT **SBC-12STATE** may use statistics for the same purposes. CLEC may aggregate individual LIDB statistics regarding the number of CLEC's LIDB Queries and similar type of information during a specified time period, such as a month or a year. CLEC will only publish such statistics in aggregate form and will ensure that the all non-CLEC names are redacted and cannot reasonably be identified from the published materials.

5.3 Proprietary information residing in **SBC-12STATE**'s LIDB and/or CNAM Database is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

5.3.2 PIN Number(s)

5.3.3 Billed Number Screening (BNS) indicators

5.3.4 Class of Service (also referred to as Service or Equipment)

5.3.5 Reports on LIDB and CNAM Query usage

5.3.6 Information related to billing for LIDB and CNAM Query usage

5.3.7 LIDB and CNAM Query usage statistics

5.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information receives in a Response from **SBC-12STATE**'s LIDB and/or CNAM Database.

5.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from **SBC-12STATE**'s LIDB and/or CNAM Database.

6. TERM AND TERMINATION

6.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice give ninety (90) days in advance of the termination date.

6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.

6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel **SBC-12STATE** or CLEC to terminate the Appendix, **SBC-12STATE** and CLEC shall have no liability to the other in connection with such termination.

7. LIMITATION OF LIABILITY

7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service if the damages are related to LIDB service and the amount paid for LIDB Service if damages are related to LIDB service.

7.2 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

7.3 In no event shall **SBC-12STATE** have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service and/or CNAM Query purchasers.

7.4 **SBC-12STATE** is furnishing access to its LIDB and/or CNAM Database to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While **SBC-12STATE** agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that **SBC-12STATE** can furnish Line Record information only as accurate and current as the information has been provided to **SBC-12STATE** for inclusion in its LIDB and/or CNAM Database. Therefore, **SBC-12STATE**, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by **SBC-12STATE**'s willful misconduct or gross negligence.

7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:

7.5.1 CALLING NAME INFORMATION PROVIDED TO CLEC BY **SBC-12STATE** HEREUNDER SHALL BE PROVIDED "AS IS". **SBC-12STATE** MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, **SBC-12STATE** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S END USERS' USE OF THE CALLING NAME INFORMATION.

7.6 CLEC acknowledges that **SBC-12STATE**'s Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, **SBC-12STATE**, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in **SBC-12STATE**'s Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from **SBC-12STATE**'s willful misconduct or gross negligence.

7.7 CLEC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

7.8 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to **SBC-12STATE**'s Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, **SBC-12STATE**, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold **SBC-12STATE** harmless from and defend and indemnify **SBC-12STATE** for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by **SBC-12STATE**'s willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

8.1 Ordering and billing inquiries for the services described herein from **SBC-12STATE** shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

10. MUTUALITY

10.1 CLEC agrees to make its Line Record Information available to **SBC-12STATE**. Should CLEC store its Line Record information in a database other than **SBC-12STATE**'s, CLEC will make such Information available to **SBC-12STATE** through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between **SBC-12STATE** and the database provider. **SBC-12STATE** agrees to negotiate in good faith to reach such an agreement. If **SBC-12STATE** is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by **SBC-12STATE**'s service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.2 As used herein, **SBC-11STATE** means the applicable above listed SBC-owned ILEC doing business in Arkansas, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.3 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC's OSS application-to-application interfaces.

1.4 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence **SBC-11STATE** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

2. SOLE REMEDY

2.1 These liquidated damages shall be the sole and exclusive remedy of CLEC for **SBC 11-STATE**'s failure to meet specified performance measures and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

3. DEFINITIONS

3.1 When used in this Appendix, the following terms will have the meanings indicated:

3.1.1 Performance Criteria

3.1.1.1 The target level of **SBC-11STATE** performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that **SBC-11STATE** achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for **SBC-11STATE** and CLEC are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.

3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by the CLEC with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.

3.1.2 Performance Measures

3.1.2.1 The set of measures listed in all of Section 13 of this Appendix.

3.1.3 Non-compliance

3.1.3.1 The failure by **SBC-11STATE** to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 13.

4. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

4.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to its End User opportunities similar to those opportunities available to **SBC-11STATE** at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, **SBC-11STATE** agrees to pay the CLEC Liquidated Damages, subject to Section 5.1 below.

5. LIQUIDATED DAMAGES AS FORM OF REMEDY

5.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 the CLEC would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of SBC to meet a specified performance commitment in this Attachment and any specific time commitments for the same activity contained in any other Attachments or Appendices.

6. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

6.1 Liquidated damages apply to the available, non-diagnostic measurements of the FCC Merger Conditions designated in Section 13 below, when **SBC-11STATE** delivers non-compliant performance as defined in 3.1.3. In no event shall **SBC-11STATE**be required to pay liquidated damages for any performance which was at parity or in compliance with the applicable benchmark at the time that the performance occurred.

6.2 The Table of Critical Values (Section 8) gives the maximum number, F, of measurements of those required to be reported to the CLEC that may fail the Performance Criteria in any month. Liquidated damages apply to Non-compliant measures that are in excess of the applicable value of F.

6.3 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases the type of service or unbundled network element(s) associated with a particular performance measurement or introduction of a new measure.

6.4 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. $500 is paid for each ordinary failure in excess of F. $2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be (10-8)*$500 + $2,500 = $3,500. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

7. LIQUIDATED DAMAGES; METHOD OF CALCULATION

7.1 **SBC-11STATE** and CLEC agree to use the following as statistical tests for evaluating the compliance of CLEC results with the Performance Criterion. These tests are applicable if the number of data points for each **SBC-11STATE** and CLEC is greater than or equal to 30 for a given measurement.

7.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that the CLEC's results are significantly worse than either the

comparable result for **SBC-11STATE** or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

$z = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = M_{ILEC} - M_{CLEC}$
M_{ILEC} = ILEC Average
M_{CLEC} = CLEC Average
$\delta_{DIFF} = SQRT\ [\delta^2_{ILEC}\ (1/ n_{CLEC} + 1/ n_{ILEC})]$
δ^2_{ILEC} = Calculated variance for ILEC.
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Percentages or Proportions:

$z = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = P_{ILEC} - P_{CLEC}$
P_{ILEC} = ILEC Proportion
P_{CLEC} = CLEC Proportion
$\delta_{DIFF} = SQRT\ [\delta^2_{ILEC}\ (1/ n_{CLEC} + 1/ n_{ILEC})]$
$\delta^2_{ILEC} = P_{ILEC}\ (1 - P_{ILEC})$.
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

In the event that $P_{ILEC} = 0$ (and low values are associated with good service), the above test cannot be used. In such cases, Fisher's Exact Test is used to calculate the probability, P_{FE}, of the data given the hypothesis of parity.:

$$P_{FE} = 1 - \sum_{x=0}^{H_{CLEC}-1} \frac{\binom{n_{CLEC}}{x}\binom{n_{ILEC}}{H_{CLEC}+H_{ILEC}-x}}{\binom{n_{CLEC}+n_{ILEC}}{H_{CLEC}+H_{ILEC}}}$$

Where;
$H_{CLEC} = P_{CLEC} n_{CLEC}$
$H_{ILEC} = P_{ILEC} n_{ILEC}$.
If $P_{ILEC} = 1$ (and high values are associated with good service), the same formula is used with the following interpretation:

$H_{CLEC} = n_{CLEC} - P_{CLEC} n_{CLEC}$
$H_{ILEC} = n_{ILEC} - P_{ILEC} n_{ILEC}$.

Of course if it is also true that $H_{CLEC} = 0$, then $P_{FE} = 1$ because the results are at parity.

For parity measures that are expressed as Rates or Ratios: a binomial test is used to calculate the probability of the data given the hypothesis of parity:

$$P_{Rate} = 1 - \sum_{x=0}^{H_{CLEC}-1} \binom{N}{x} p^x (1-p)^{N-x}$$

Where;
H_{CLEC} = numerator for the CLEC
H_{ILEC} = numerator for the ILEC
$N = H_{CLEC} + H_{ILEC}$
D_{CLEC} = denominator for CLEC
D_{ILEC} = denominator for ILEC
$p = D_{CLEC} / (D_{CLEC} + D_{ILEC})$

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$).

For measures with benchmarks that are expressed as Averages or Means:

$t = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = M_{CLEC} - BM$
M_{CLEC} = CLEC Average
BM = Benchmark
$\delta_{DIFF} = SQRT [\delta^2_{CLEC} (1/ n_{CLEC})]$
δ^2_{CLEC} = Calculated variance for CLEC.
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the t statistic is obtained from Student's distribution with $n_{CLEC} - 1$ degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

$$\sum_{x=0}^{K} \binom{N}{x} B^x (1-B)^{N-x}$$

Where

K = PN

P = CLEC proportion

N = number of observations or samples used in CLEC measurement

B = benchmark expressed as a proportion

When low proportions designate good service, the probability of the CLEC result is given by

$$1 - \sum_{x=0}^{K-1} \binom{N}{x} B^x (1-B)^{N-x}$$

with the same definition of symbols as is given above.

7.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which Liquidated Damages are

applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3 To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures Statistical tests that yield probabilities less than this value indicate failures for the sub-measure.

8. TABLE OF CRITICAL VALUES

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	**71**	8	0.051	**141**	14	0.054	**211**	19	0.054	**281**	23	0.051	**351**	28	0.052
2	1	0.100	**72**	8	0.050	**142**	14	0.054	**212**	19	0.053	**282**	23	0.051	**352**	28	0.052
3	1	0.059	**73**	9	0.059	**143**	14	0.054	**213**	19	0.053	**283**	23	0.051	**353**	28	0.052
4	2	0.141	**74**	9	0.058	**144**	14	0.053	**214**	19	0.053	**284**	23	0.050	**354**	28	0.051
5	2	0.106	**75**	9	0.057	**145**	14	0.053	**215**	19	0.053	**285**	23	0.050	**355**	28	0.051
6	2	0.085	**76**	9	0.056	**146**	14	0.052	**216**	19	0.052	**286**	23	0.050	**356**	28	0.051
7	2	0.071	**77**	9	0.055	**147**	14	0.052	**217**	19	0.052	**287**	24	0.053	**357**	28	0.051
8	2	0.061	**78**	9	0.055	**148**	14	0.052	**218**	19	0.052	**288**	24	0.052	**358**	28	0.051
9	2	0.053	**79**	9	0.054	**149**	14	0.051	**219**	19	0.052	**289**	24	0.052	**359**	28	0.051
10	3	0.093	**80**	9	0.053	**150**	14	0.051	**220**	19	0.051	**290**	24	0.052	**360**	28	0.051
11	3	0.084	**81**	9	0.053	**151**	14	0.051	**221**	19	0.051	**291**	24	0.052	**361**	28	0.050
12	3	0.076	**82**	9	0.052	**152**	14	0.050	**222**	19	0.051	**292**	24	0.052	**362**	28	0.050
13	3	0.069	**83**	9	0.051	**153**	15	0.055	**223**	19	0.051	**293**	24	0.052	**363**	28	0.050
14	3	0.064	**84**	9	0.051	**154**	15	0.054	**224**	19	0.050	**294**	24	0.051	**364**	28	0.050
15	3	0.059	**85**	9	0.050	**155**	15	0.054	**225**	19	0.050	**295**	24	0.051	**365**	29	0.052
16	3	0.055	**86**	10	0.057	**156**	15	0.054	**226**	20	0.053	**296**	24	0.051	**366**	29	0.052
17	3	0.052	**87**	10	0.057	**157**	15	0.053	**227**	20	0.053	**297**	24	0.051	**367**	29	0.052
18	4	0.077	**88**	10	0.056	**158**	15	0.053	**228**	20	0.053	**298**	24	0.051	**368**	29	0.052
19	4	0.073	**89**	10	0.055	**159**	15	0.053	**229**	20	0.053	**299**	24	0.050	**369**	29	0.052
20	4	0.069	**90**	10	0.055	**160**	15	0.052	**230**	20	0.052	**300**	24	0.050	**370**	29	0.051
21	4	0.065	**91**	10	0.054	**161**	15	0.052	**231**	20	0.052	**301**	24	0.050	**371**	29	0.051
22	4	0.062	**92**	10	0.053	**162**	15	0.052	**232**	20	0.052	**302**	25	0.053	**372**	29	0.051
23	4	0.059	**93**	10	0.053	**163**	15	0.051	**233**	20	0.052	**303**	25	0.052	**373**	29	0.051
24	4	0.057	**94**	10	0.052	**164**	15	0.051	**234**	20	0.051	**304**	25	0.052	**374**	29	0.051
25	4	0.054	**95**	10	0.052	**165**	15	0.051	**235**	20	0.051	**305**	25	0.052	**375**	29	0.051
26	4	0.052	**96**	10	0.051	**166**	15	0.050	**236**	20	0.051	**306**	25	0.052	**376**	29	0.051
27	5	0.070	**97**	10	0.051	**167**	15	0.050	**237**	20	0.051	**307**	25	0.052	**377**	29	0.050
28	5	0.068	**98**	10	0.050	**168**	16	0.054	**238**	20	0.051	**308**	25	0.052	**378**	29	0.050
29	5	0.065	**99**	11	0.056	**169**	16	0.054	**239**	20	0.050	**309**	25	0.051	**379**	29	0.050
30	5	0.063	**100**	11	0.056	**170**	16	0.053	**240**	20	0.050	**310**	25	0.051	**380**	29	0.050
31	5	0.061	**101**	11	0.055	**171**	16	0.053	**241**	21	0.053	**311**	25	0.051	**381**	30	0.052
32	5	0.059	**102**	11	0.055	**172**	16	0.053	**242**	21	0.053	**312**	25	0.051	**382**	30	0.052
33	5	0.057	**103**	11	0.054	**173**	16	0.053	**243**	21	0.053	**313**	25	0.051	**383**	30	0.052
34	5	0.055	**104**	11	0.054	**174**	16	0.052	**244**	21	0.052	**314**	25	0.051	**384**	30	0.052
35	5	0.054	**105**	11	0.053	**175**	16	0.052	**245**	21	0.052	**315**	25	0.050	**385**	30	0.051
36	5	0.052	**106**	11	0.053	**176**	16	0.052	**246**	21	0.052	**316**	25	0.050	**386**	30	0.051
37	5	0.051	**107**	11	0.052	**177**	16	0.051	**247**	21	0.052	**317**	25	0.050	**387**	30	0.051
38	6	0.065	**108**	11	0.052	**178**	16	0.051	**248**	21	0.052	**318**	26	0.052	**388**	30	0.051
39	6	0.063	**109**	11	0.051	**179**	16	0.051	**249**	21	0.051	**319**	26	0.052	**389**	30	0.051
40	6	0.061	**110**	11	0.051	**180**	16	0.050	**250**	21	0.051	**320**	26	0.052	**390**	30	0.051
41	6	0.060	**111**	11	0.050	**181**	16	0.050	**251**	21	0.051	**321**	26	0.052	**391**	30	0.051

42	6	0.058	**112**	12	0.056	**182**	17	0.054	**252**	21	0.051	**322**	26	0.052	**392**	30	0.051
43	6	0.057	**113**	12	0.055	**183**	17	0.054	**253**	21	0.051	**323**	26	0.052	**393**	30	0.050
44	6	0.055	**114**	12	0.055	**184**	17	0.053	**254**	21	0.050	**324**	26	0.051	**394**	30	0.050
45	6	0.054	**115**	12	0.054	**185**	17	0.053	**255**	21	0.050	**325**	26	0.051	**395**	30	0.050
46	6	0.053	**116**	12	0.054	**186**	17	0.053	**256**	22	0.053	**326**	26	0.051	**396**	31	0.052
47	6	0.052	**117**	12	0.054	**187**	17	0.052	**257**	22	0.053	**327**	26	0.051	**397**	31	0.052
48	6	0.051	**118**	12	0.053	**188**	17	0.052	**258**	22	0.053	**328**	26	0.051	**398**	31	0.052
49	7	0.062	**119**	12	0.053	**189**	17	0.052	**259**	22	0.052	**329**	26	0.051	**399**	31	0.052
50	7	0.061	**120**	12	0.052	**190**	17	0.052	**260**	22	0.052	**330**	26	0.050	**400**	31	0.052
51	7	0.059	**121**	12	0.052	**191**	17	0.051	**261**	22	0.052	**331**	26	0.050	**401**	31	0.051
52	7	0.058	**122**	12	0.051	**192**	17	0.051	**262**	22	0.052	**332**	26	0.050	**402**	31	0.051
53	7	0.057	**123**	12	0.051	**193**	17	0.051	**263**	22	0.052	**333**	27	0.052	**403**	31	0.051
54	7	0.056	**124**	12	0.050	**194**	17	0.051	**264**	22	0.051	**334**	27	0.052	**404**	31	0.051
55	7	0.055	**125**	13	0.056	**195**	17	0.050	**265**	22	0.051	**335**	27	0.052	**405**	31	0.051
56	7	0.054	**126**	13	0.055	**196**	17	0.050	**266**	22	0.051	**336**	27	0.052	**406**	31	0.051
57	7	0.053	**127**	13	0.055	**197**	18	0.054	**267**	22	0.051	**337**	27	0.052	**407**	31	0.051
58	7	0.052	**128**	13	0.054	**198**	18	0.053	**268**	22	0.051	**338**	27	0.052	**408**	31	0.050
59	7	0.051	**129**	13	0.054	**199**	18	0.053	**269**	22	0.050	**339**	27	0.051	**409**	31	0.050
60	7	0.050	**130**	13	0.053	**200**	18	0.053	**270**	22	0.050	**340**	27	0.051	**410**	31	0.050
61	8	0.060	**131**	13	0.053	**201**	18	0.052	**271**	23	0.053	**341**	27	0.051	**411**	31	0.050
62	8	0.059	**132**	13	0.053	**202**	18	0.052	**272**	23	0.053	**342**	27	0.051	**412**	32	0.052
63	8	0.058	**133**	13	0.052	**203**	18	0.052	**273**	23	0.052	**343**	27	0.051	**413**	32	0.052
64	8	0.057	**134**	13	0.052	**204**	18	0.052	**274**	23	0.052	**344**	27	0.051	**414**	32	0.052
65	8	0.056	**135**	13	0.051	**205**	18	0.051	**275**	23	0.052	**345**	27	0.051	**415**	32	0.052
66	8	0.055	**136**	13	0.051	**206**	18	0.051	**276**	23	0.052	**346**	27	0.050	**416**	32	0.051
67	8	0.054	**137**	13	0.051	**207**	18	0.051	**277**	23	0.052	**347**	27	0.050	**417**	32	0.051
68	8	0.053	**138**	13	0.050	**208**	18	0.051	**278**	23	0.052	**348**	27	0.050	**418**	32	0.051
69	8	0.053	**139**	14	0.055	**209**	18	0.050	**279**	23	0.051	**349**	28	0.052	**419**	32	0.051
70	8	0.052	**140**	14	0.055	**210**	18	0.050	**280**	23	0.051	**350**	28	0.052	**420**	32	0.051

9. LIMITATIONS

9.1 **SBC-11STATE** will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except as provided in Sections 9.2 and 9.3 and 10.6. Any dispute regarding whether a **SBC-11STATE** performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.

9.2 **SBC-11STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-11STATE**'s control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with **SBC-11STATE** or law; (iii) environmental events beyond **SBC-11STATE**'s control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided **SBC-11STATE** through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to **SBC-11STATE** and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on the CLEC's behalf for connection to SBC-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.

9.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of **SBC-11STATE**'s compliance with the Performance Criteria, or (ii) only suspends **SBC-**

11STATE's ability to timely perform the activity, the applicable time frame in which **SBC-11STATE**'s compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

10. RECORDS AND REPORTS

10.1 **SBC-11STATE** will not levy a separate charge for provision of the data to CLEC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information.

10.2 Reports are to be made available to the CLEC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.

10.3 CLEC will have access to monthly reports through an interactive Website.

10.4 **SBC-11STATE** will provide billing credits for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.

10.5 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.

10.6 **SBC-11STATE** will not pay liquidated damages in excess of the monthly maximum amounts listed in the table below. These thresholds are based on the aggregate damages to all CLECs in the designated state.

State	Monthly Maximum
Arkansas	$.072M
Connecticut	$.168M
Illinois	$.51M
Indiana	$.165M
Kansas	$.101M
Michigan	$.392M
Missouri	$.189M
Ohio	$.296M
Oklahoma	$.120M
Texas	$.713M
Wisconsin	$.158M

11. AUDITS

11.1 CLEC and **SBC-11STATE** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 30 days after CLEC's request for consultation, then **SBC-11STATE** will allow CLEC to commence a mini-audit, at CLEC's expense, upon providing **SBC-11STATE** 5 days advance written notice (including e-mail).

11.2 CLEC is limited to auditing three (3) single measures/submeasures during the year (hereafter, "Mini-Audits"). No more than three (3) Mini-Audits will be conducted simultaneously for all CLECs, unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.

11.3 CLEC will bear the expense of the mini-audits, unless **SBC-11STATE** is found to be "materially" misreporting or misrepresenting data or to have non-compliant procedures, in which case, **SBC-11STATE** will pay for the costs of the third party auditor. "Materially" at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

Pre-Ordering/Ordering
Provisioning
Maintenance
Interconnection
Coordinated Conversions
Collocation
Billing

12. INITIAL IMPLEMENTATION

12.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after first purchases of a new type of service or unbundled network element(s) associated with a particular Performance Measurement or after the introduction of a new measure. During this three-month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

13. PERFORMANCE MEASUREMENTS

13.1 **SBC-11STATE** will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and its associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall also be incorporated into this Agreement by reference. As provided in Section 6.1 herein, liquidated damages apply to available, non-diagnostic measurements of the FCC Merger Conditions, when **SBC-11STATE** delivers non-compliant performance as defined in 3.1.3. **SBC-11STATE** will also report results for any measurements that have been ordered by the state commission that approved this agreement, although liquidated damages shall not apply to such measurements. **SBC-11STATE** performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC 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.

1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **SBC ILLINOIS** under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if **SBC ILLINOIS** provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by **SBC ILLINOIS** and CLEC.

1.5 Except as otherwise agreed upon by the Parties in writing, **SBC ILLINOIS** shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.

1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix PRICING to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

1.7 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:	Total Access Lines:
A	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8
B	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8
C	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8

For Unbundled Interoffice Transmission Facilities:

Access Area:	Total Access Lines:
A	See: FCC #2, Section 7, Subsection 7.7
B	See: FCC #2, Section 7, Subsection 7.7
C	See: FCC #2, Section 7, Subsection 7.7

1.8 For modifications of **SBC ILLINOIS**' plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

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 30day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.

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 ILLINOIS** 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 ILLINOIS** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.

3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.

3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SBC ILLINOIS** network, without any changes to **SBC ILLINOIS**’ 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 Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **SBC ILLINOIS** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.

3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS-Shared Transport (ULS-ST)

4.2 General Principles for Stand Alone ULS

4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **SBC ILLINOIS** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **SBC ILLINOIS** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General ULS-ST information

4.3.1 Beginning on October 9, 2000, **SBC ILLINOIS** no longer provides Unbundled Local Switching with Interim Shared Transport (ULS-IST), but rather provides Unbundled Local Switching with Shared Transport (ULS-ST) in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999).

4.3.2 Unbundled Local Switching with Shared Transport (ULS-ST) offering is available through the UNE Appendix that contains the applicable terms and conditions.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

AMERITECH
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ILLINOIS
March 17, 2003

		Collocation Services			
	Illinois	**CAGE**			
				RATE	**RATE**
				MONTHLY	**NON-**
	COST ELEMENT	**UNIT**	**USOC**	**RECURRING**	**RECURRING**
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**		**$30.11**
	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**		**$58.59**
	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**	**$7.97**	
COMMON SYSTEMS					
	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**	**$0.39**	**$134.46**
POWER PROVISIONING					
	Power Engineering:				
	ILEC-Vendor Engineering	Per Application	**NRL6Q**		**$672.75**
	DC Power Engineering	Per Application	**NRL6P**		**$735.07**
	Power Panel:				
	50 Amp	Per Power Panel (CLEC Provides)	NONE		**$0.00**
	200 Amp	Per Power Panel (CLEC Provides)	NONE		**$0.00**
	Power Cable and Infrastructure:				
	Power Cable Rack	Per Four Power Cables or Quad	**S8F29**	**$0.16**	**$55.72**
	20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		**$0.00**
	40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		**$0.00**
	50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		**$0.00**
	100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		**$0.00**
	200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		**$0.00**
	Equipment Grounding:				
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**S8FCR**	**$0.10**	**$35.39**
POWER CONSUMPTION (Including HVAC)					
	20 Amps	Per 20 Amps	**S8FPT**	**$267.09**	
	40 Amps	Per 40 Amps	**S8FQD**	**$534.17**	
	50 Amps	Per 50 Amps	**S8FPS**	**$667.72**	
	100 Amps	Per 100 Amps	**S8FQE**	**$1,118.45**	
	200 Amps	Per 200 Amps	**S8FQF**	**$2,236.89**	
	400 Amps	Per 400 Amps	**SP1QJ**	**$4,473.79**	
FIBER CABLE PLACEMENT					
	Central Office:				
	Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	**S8FQ9**	**$14.22**	**$1,084.36**
	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	**$13.94**	
MISCELLANEOUS & OPTIONAL COST:					
MISCELLANEOUS COSTS					
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	**$0.01**	**$17.11**
	Bits Timing	Per two circuits	**S8FQT**	**$0.58**	**$807.30**
	Space Availability Report	Per Premise	**NRLYX**		**$131.55**
	Security Access / ID Cards	Per Card	**NRLZW**		**$35.66**
	ID Card	Per Card	NONE		**$0.00**
	Cage Prep Costs				
	Vendor Layout & Coord.	Per CLEC Cage	**NRL6N**		**$579.91**
	AC Circuits to Cage	Per CLEC Cage	**NRL6O**		**$643.20**
	Cage Fencing Placement	Per Linear Foot of cage enclosure			**$0.00**
	Cage Fencing Removal	Per Linear Foot Removed			**$0.00**
	Cage Fencing Relocation	Per Linear Foot Relocated			**$0.00**
	Cage Door & Lock	Each			**$0.00**
	Backboard	Each			**$0.00**
	Signage	Each			**$0.00**
	Overhead light	Each			**$0.00**
	AC Electrical Outlet	Each			**$0.00**
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
	Route Design	Per Application	**NRL6R**		**$1,227.59**
	Installation	Per Cable (CLEC Installs Cable)			
	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**	**$4.86**	**$196.93**

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

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ILLINOIS
March 17, 2003

		Collocation Services				
	Rack - Voice Grade	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**		**$4.86**	**$196.93**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8FQM**		**$386.50**	**$6,221.05**
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F46**		**$2.35**	**$533.76**
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F47**		**$199.37**	**$4,133.32**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8FQN**		**$1.08**	**$188.84**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8FQR**		**$6.32**	**$304.97**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	**NRL6W**			**$884.71**
	Cable Installation	Per Placement (CLEC Installs Cable)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F4X**		**$0.23**	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	**S8F4Y**		**$0.15**	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F4Z**		**$0.97**	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F4G**		**$0.46**	
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	**SP1QC**			**$16.30**
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL1D**			**$847.33**
	Project Coordination	Per CLEC Application	**NRL57**			**$2,846.62**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL1F**			**$547.30**
	Project Coordination	Per CLEC Application Augment	**NRL58**			**$1,537.03**
	TIME SENSITIVE ACTIVITIES					
	PRE-VISIT					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$26.69**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$13.07**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$15.23**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$21.43**
	CONSTRUCTION-VISIT					
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$21.43**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$26.69**

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- USOC Under Development

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ILLINOIS
March 17, 2003

		Collocation Services			
	Illinois	**CAGELESS**			
				RATE	**RATE**
				MONTHLY	**NON-**
	COST ELEMENT	**UNIT**	**USOC**	**RECURRING**	**RECURRING**
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
	Site Conditioning	Per 10 Sq. Ft. of space (Standard Bay)	**S8FWC**		**$301.10**
	Safety & Security	Per 10 Sq. Ft. of space (Standard Bay)	**S8FWG**		**$585.90**
	Floor Space Usage	Per 10 Sq. Ft. of space (Standard Bay)	**S8F9C**	**$79.70**	
	Site Conditioning	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8FWD**		**$541.98**
	Safety & Security	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8FWH**		**$1,054.62**
	Floor Space Usage	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8F9E**	**$143.46**	
COMMON SYSTEMS					
	Common Systems - Cageless	Per 10 Sq. Ft. of space (Standard Bay)	**S8FWE**	**$4.90**	**$1,702.50**
	Common Systems - Cageless	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8FWF**	**$8.82**	**$3,064.50**
POWER PROVISIONING					
	Power Engineering:				
	ILEC-Vendor Engineering	Per Application	**NRL6Q**		**$672.75**
	DC Power Engineering	Per Application	**NRL6P**		**$735.07**
	Power Panel:				
	50 Amp	Per Power Panel (CLEC Provides)	**NONE**		**$0.00**
	200 Amp	Per Power Panel (CLEC Provides)	**NONE**		**$0.00**
	Power Cable and Infrastructure:				
	Power Cable Rack	Per Four Power Cables or Quad	**S8F29**	**$0.16**	**$55.72**
	20 Amp	Per Four Power Cables or Quad	**NONE**		**$0.00**
	40 Amp	Per Four Power Cables or Quad	**NONE**		**$0.00**
	50 Amp	Per Four Power Cables or Quad	**NONE**		**$0.00**
	100 Amp	Per Four Power Cables or Quad	**NONE**		**$0.00**
	200 Amp	Per Four Power Cables or Quad	**NONE**		**$0.00**
	Equipment Grounding:				
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**S8FCR**	**$0.10**	**$35.39**
POWER CONSUMPTION (Including HVAC)					
	20 Amps	Per 20 Amps	**S8FPT**	**$267.09**	
	40 Amps	Per 40 Amps	**S8FQD**	**$534.17**	
	50 Amps	Per 50 Amps	**S8FPS**	**$667.72**	
	100 Amps	Per 100 Amps	**S8FQE**	**$1,118.45**	
	200 Amps	Per 200 Amps	**S8FQF**	**$2,236.89**	
	400 Amps	Per 400 Amps	**SP1QJ**	**$4,473.79**	
FIBER CABLE PLACEMENT					
	Central Office:				
	Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	**S8FQ9**	**$14.22**	**$1,084.36**
	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	**$13.94**	
MISCELLANEOUS & OPTIONAL COST:					
MISCELLANEOUS COSTS					
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	**$0.01**	**$17.11**
	Bits Timing	Per two circuits	**S8FQT**	**$0.58**	**$807.30**
	Space Availability Report	Per Premise	**NRLYX**		**$131.55**
	Security Access / ID Cards	Per Card	**NRLZW**		**$35.66**
	ID Card	Per Card	**NONE**		**$0.00**
	CAGELESS / POT BAY OPTIONS				
	Equipment Bay	CLEC Provided			
	Non Standard Bay	CLEC Provided			
	VF/DS0 Termination Panel	CLEC Provided			
	VF/DS0 Termination Module	CLEC Provided			
	DDP-1 Panel	CLEC Provided			
	DDP-1 Jack Access Card	CLEC Provided			
	DS3/STS-1 Interconnect Panel	CLEC Provided			
	DS3 Interconnect Module	CLEC Provided			
	Fiber Optic Splitter Panel	CLEC Provided			
	Fiber Termination Dual Module	CLEC Provided			

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

AMERITECH
TELEPHONE COMPANY
ILLINOIS
March 17, 2003

		Collocation Services				
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL6R**			**$1,227.59**
	Installation	Per Cable (CLEC Installs Cable)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**S8F3E**		**$4.86**	**$196.93**
	Rack - Voice Grade	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	**S8FWV**		**$4.86**	**$196.93**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8F2J**		**$386.50**	**$6,221.05**
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F2P**		**$2.35**	**$533.76**
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F21**		**$199.37**	**$4,133.32**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8F25**		**$1.08**	**$188.84**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8F49**		**$6.32**	**$304.97**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	**NRL6W**			**$884.71**
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F4X**		**$0.23**	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	**S8F4Y**		**$0.15**	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F4Z**		**$0.97**	
	24 Fiber Cable	Per Placement (CLEC Proviides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F4G**		**$0.46**	
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	**SP1QC**			**$16.30**
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL1D**			**$847.33**
	Project Coordination	Per CLEC Application	**NRL57**			**$2,846.62**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL1F**			**$547.30**
	Project Coordination	Per CLEC Application Augment	**NRL58**			**$1,537.03**
	TIME SENSITIVE ACTIVITIES					
	PRE-VISIT					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$26.69**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$13.07**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$15.23**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$21.43**
	CONSTRUCTION-VISIT					
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$21.43**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$26.69**

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
March 17, 2003

		Collocation Services			
	Illinois	**ADJACENT STRUCTURE**			
		COST SUMMARY			
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure					
				RATE	**RATE**
				MONTHLY	**NON-**
	COST ELEMENT	**UNIT**	**USOC**	**RECURRING**	**RECURRING**
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
	Floor Space Usage	Per Sq. Ft. of land used by CLEC	**S8F55**	**$0.00**	
CONDUIT PLACEMENT					
	Co to Adjacent Structure	Per Linear Foot per 7 Ducts	**NRL8L**		**$359.25**
	Set Up and Wall Coring	Per Placement	**S8F8E**		**$6,681.75**
DC POWER PROVISIONING					
	Power Engineering:				
	DC Power Engineering	Per Placement	**S8F8V**		**$735.07**
	50 Amp DC Power Extension				
	50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE		**$0.00**
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	**S8FWZ**		**$6,660.23**
	50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE		**$0.00**
	200 Amp DC Power Extension				
	200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE		**$0.00**
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	**S8FW3**		**$6,660.23**
	200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)			
DC POWER CONSUMPTION					
	20 Amps	Per 20 Amps	**S8FWJ**	**$180.76**	
	40 Amps	Per 40 Amps	**S8FNK**	**$361.51**	
	50 Amps	Per 50 Amps	**S8FWK**	**$451.89**	
	100 Amps	Per 100 Amps	**S8FWL**	**$903.78**	
	200 Amps	Per 200 Amps	**S8F3U**	**$1,807.57**	
AC POWER PROVISIONING					
	100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)			
	AC Power	Per KWH	**S8F56**	**$0.07**	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
	CO Site Survey		**NRL84**		**$2,967.63**
PROJECT MANAGEMENT					
	INITIAL				
	Application Processing	Per CLEC Application	**NRL6X**		**$675.89**
	Project Coordination	Per CLEC Application	**NRL6Z**		**$4,800.89**
	AUGMENT				
	Application Processing	Per CLEC Application Augment	**NRL6Y**		**$547.30**
	Project Coordination	Per CLEC Application Augment	**NRL83**		**$2,280.39**
OPTIONAL COST:					
FIBER CABLE PLACEMENT					
	Fiber Cable Engineering	Per Placement	**S8FW6**		**$852.36**
	Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls cab	**S8FW7**	**$5.36**	
	Innerduct Placement	Per Linear Foot	**S8FW8**		**$1.61**
INTERCONNECTION COSTS:					
INTERCONNECTION EXTENSION					
	VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)			
	(50 Pair Copper Cable)				
	VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)			
	(50 Pair Shielded Cable)				
	DS3 Extension - 1 DS3	Per Linear Foot (Clec Provides Cable)			
	(Coax Cable)				
	Optical Extension	Per Linear Foot (Clec Provides Cable)			
	(4 Fiber Jumper)				

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TELEPHONE COMPANY
ILLINOIS
March 17, 2003

		Collocation Services				
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL8P**			**$1,227.59**
	Installation	Per Cable (CLEC Installs)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**S8F3G**		**$4.86**	**$196.93**
	Rack - Voice Grade	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	**S8FWW**		**$4.86**	**$196.93**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8F2L**		**$386.50**	**$6,221.05**
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F2R**		**$2.35**	**$533.76**
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F23**		**$199.37**	**$4,133.32**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8F27**		**$1.08**	**$188.84**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8F3N**		**$6.32**	**$304.97**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement	**NRL8Q**			**$884.71**
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F57**		**$0.23**	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	**S8F58**		**$0.15**	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F59**		**$0.97**	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F61**		**$0.46**	
	4 Inch Conduit	Per Placement (CLEC Provided)				
	TIME SENSITIVE ACTIVITIES					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$26.69**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$13.07**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$15.23**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$21.43**
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$21.43**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$26.69**

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Line	ILLINOIS	SBC Generic Rates	USOC	Recurring		Non-Recurring	
2	***UNBUNDLED NETWORK ELEMENTS***						
3	**Unbundled Loops**						
4		2-Wire Analog -Rural (Access Area C)	U2HXC	$ 11.40		See NRC prices below	
5		2-Wire Analog - Suburban (Access Area B)	U2HXB	$ 7.07		See NRC prices below	
6		2-Wire Analog - Metro (Access Area A)	U2HXA	$ 2.59		See NRC prices below	
7		2-Wire Ground Start, Analog/Reverse Battery-Rural(Access Area C)	U2WXC	$ 12.38		See NRC prices below	
8		2-Wire Ground Start, Analog/Reverse Battery-Suburban(Access Area B)	U2WXB	$ 7.84		See NRC prices below	
9		2-Wire Ground Start, analog/Reverse Battery-Metro(Access Area A)	U2WXA	$ 2.64		See NRC prices below	
10		2-Wire Ground Start, PBX-Rural (Access Area C)	U2JXC	$ 12.38		See NRC prices below	
11		2-Wire Ground Start, PBX-Suburban (Access Area B)	U2JXB	$ 7.84		See NRC prices below	
12		2-Wire Ground Start, PBX-Metro (Access Area A)	U2JXA	$ 2.64		See NRC prices below	
13		2-Wire COPTS Coin-Rural(Access Area C)	U2CXC	$ 12.72		See NRC prices below	
14		2-Wire COPTS Coin-Suburban(Access Area B)	U2CXB	$ 8.09		See NRC prices below	
15		2-Wire COPTS Coin-Metro(Access Area A)	U2CXA	$ 2.67		See NRC prices below	
16		2-Wire EKL--Rural(Access Area C)	U2KXC	$ 17.92		See NRC prices below	
17		2-Wire EKL-Suburban(Access Area B)	U2KXB	$ 12.18		See NRC prices below	
18		2-Wire EKL-Metro(Access Area A)	U2KXA	$ 2.95		See NRC prices below	
19		Conditioning for dB Loss		N/A		See NRC prices below	
20		4-Wire Analog - Rural (Access Area C)	U4XHC	$ 26.63		See NRC prices below	
21		4-Wire Analog - Suburban (Access Area B)	U4HXB	$ 16.82		See NRC prices below	
22		4-Wire Analog - Metro Access Area A)	U4HXA	$ 4.08		See NRC prices below	
23		2-Wire Digital - Rural (Access Area C)	U2QXC	$ 13.68		See NRC prices below	
24		2-Wire Digital - Suburban (Access Area B)	U2QXB	$ 8.88		See NRC prices below	
25		2-Wire Digital - Metro (Access Area A)	U2QXA	$ 2.71		See NRC prices below	
26		4-Wire Digital - Rural (Access Area C)	4U1XC	$ 61.56		See NRC prices below	
27		4-Wire Digital - Suburban (Access Area B)	4U1XB	$ 61.45		See NRC prices below	
28		4-Wire Digital - Metro (Access Area A)	4U1XA	$ 73.46		See NRC prices below	
29		DS3 Loop - Rural (Access Area C)	U4D3C	$ 893.25		See NRC prices below	
30		DS3 Loop - Suburban (Access Area B)	U4D3B	$ 886.89		See NRC prices below	
31		DS3 Loop - Metro (Access Area A)	U4D3A	$ 539.75		See NRC prices below	
32	**DSL Capable Loops**						
33		**2-Wire xDSL Loop**					
34		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	$ 11.40		See NRC prices below	
35		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	$ 7.07		See NRC prices below	
36		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	$ 2.59		See NRC prices below	
37							
38		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	$ 11.40		See NRC prices below	
39		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	$ 7.07		See NRC prices below	
40		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	$ 2.59		See NRC prices below	
41							
42		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	$ 11.40		See NRC prices below	
43		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	$ 7.07		See NRC prices below	
44		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	$ 2.59		See NRC prices below	
45							
46		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	$ 11.40		See NRC prices below	
47		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	$ 7.07		See NRC prices below	
48		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	$ 2.59		See NRC prices below	
49							
50		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	$ 11.40		See NRC prices below	
51		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	$ 7.07		See NRC prices below	
52		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	$ 2.59		See NRC prices below	
53							
54		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	$ 11.40		See NRC prices below	
55		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	$ 7.07		See NRC prices below	
56		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	$ 2.59		See NRC prices below	
57		**4-Wire xDSL Loop**					
58		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	$ 26.63		See NRC prices below	
59		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	$ 16.82		See NRC prices below	
60		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	$ 4.08		See NRC prices below	
61	**IDSL Capable Loop**						
62		IDSL Loop Access Area C - Rural	UY5FC	$ 13.68		See NRC prices below	
63		IDSL Loop Access Area B - Suburban	UY5FB	$ 8.88		See NRC prices below	
64		IDSL Loop Access Area A - Metro	UY5FA	$ 2.71		See NRC prices below	
65							
66	**HFPL**						
67		HFPL Loop					
68	*	HFPL Loop - Access Area C- Rural	ULPP3	$ 5.70		N/A	N/A
69	*	HFPL Loop - Access Area B- Suburban	ULPP2	$ 3.54		N/A	N/A
70	*	HFPL Loop - Access Area A- Metro	ULPP1	$ 1.30		N/A	N/A
71							
72		HFLP Cross Connects					
73	*	HFPL Cross Connect - CLEC Owned Non Integrated	UKCGE	$ 0.56		$ 140.53	N/A
74	*	HFPL Cross Connect - CLEC Owned Integrated	UKCGD	$ 0.56		$ 140.53	N/A

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Line	ILLINOIS	SBC Generic Rates	USOC	Recurring		Non-Recurring	
75	*	HFPL Cross Connect - SBC Owned	UKCGX	$ 0.56		$ 140.53	N/A
76		The price assumes all Central Office cross-connects required to provision the HFPL product					
77		HFPL OSS Charge					
78	*	HFPL OSS Charge - per line	UM3	$ 0.87		N/A	N/A
79		LST					
80	*	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A		$ 237.74	
81		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A		$ 221.31	
82		**Loop Qualification Process**					
83		Loop Qualification Process - Mechanized	NR98U	N/A		$ -	N/A
84		Loop Qualification Process - Manual per minute	NRBXU	N/A		$ -	N/A
85		Loop Qualification Process - Detailed Manual	TBD	N/A		TBD	N/A
86							
87		**DSL Conditioning Options**					
88		**DSL Conditioning Options - >12KFT and < 17.5KFT**					
89		Removal of Repeater Options - per element	NRBXV	N/A		$21.49	N/A
90		Removal Bridged Tap Option - per element	NRBXW	N/A		$14.00	N/A
91		Removal of Load Coil - per element	NRBXZ	N/A		$14.08	N/A
92		**DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT per element**					
93		Removal of Repeater Options - per element	NRBNL	N/A		$21.49	N/A
94		Removal Bridged Tap Option - per element	NRBNK	N/A		$14.00	N/A
95		Removal of Load Coil - per element	NRBNJ	N/A		$14.08	N/A
96							
97							
98		**Loop Non-Recurring Charges**					
99		Service Order - Initial	SEPUP	NA		$ 2.58	N/A
100		Service Order - Subsequent	REAH9	NA		$ 1.71	N/A
101		Service Order-Record Work Only	NR9UP	NA		$ 1.02	N/A
102		Line Connection	SEPUC	NA		$ 20.21	N/A
103		DS0 - Administrative	NR90H	NA		$ 91.88	N/A
104		DS0 - Design & Central Office	NR90K	NA		$ 127.86	N/A
105		DS0 - Customer Connection	NR90N	NA		$121.94	N/A
106		DS1 - Administrative	NR90R	NA		$ 142.93	N/A
107		DS1 - Design & Central Office	NR90U	NA		$ 332.61	N/A
108		DS1 - Customer Connection	NR90W	NA		$ 185.48	N/A
109		DS3 - Adminstrative	NR90Y	N/A		$ 207.41	N/A
110		DS3 - Design & Central Office	NR901	N/A		$ 659.30	N/A
111		DS3 - Customer Connection	NR903	N/A		$ 228.36	N/A
112	*	HFPL Service Order Charge	SEPUP	NA		$ 13.17	N/A
113		HFPL Service Order Charge Add/Change	REAH9	N/A		$ 13.17	N/A
114		HFPL Line Connection	SEPUC	N/A		$ 25.08	N/A
115		HFPL Line Connection Add/Change	REAH5	N/A		$ 25.08	N/A
116							
117		**SUB-LOOPS**					
118		**CO to ECS sub-loop**					
119		2 Wire Analog - area A	PENDING	$ 3.72		See NRC prices below	
120		2 Wire Analog - area B	PENDING	$ 5.50		See NRC prices below	
121		2 Wire Analog - area C	PENDING	$ 6.73		See NRC prices below	
122		4 Wire Analog - area A	PENDING	$ 7.71		See NRC prices below	
123		4 Wire Analog - area B	PENDING	$ 14.13		See NRC prices below	
124		4 Wire Analog - area C	PENDING	$ 16.62		See NRC prices below	
125		2 Wire DSL - area A	PENDING	TBD		See NRC prices below	
126		2 Wire DSL - area B	PENDING	TBD		See NRC prices below	
127		2 Wire DSL - area C	PENDING	TBD		See NRC prices below	
128		4 Wire DSL - area A	PENDING	TBD		See NRC prices below	
129		4 Wire DSL - area B	PENDING	TBD		See NRC prices below	
130		4 Wire DSL - area C	PENDING	TBD		See NRC prices below	
131		2 Wire ISDN Compatible - area A	PENDING	$ 9.55		See NRC prices below	
132		2 Wire ISDN Compatible - area B	PENDING	$ 11.69		See NRC prices below	
133		2 Wire ISDN Compatible - area C	PENDING	$ 15.30		See NRC prices below	
134		**CO to RT sub-loop**					
135		4 Wire DS1 Compatible - area A	PENDING	$ 80.71		See NRC prices below	
136		4 Wire DS1 Compatible - area B	PENDING	$ 79.21		See NRC prices below	
137		4 Wire DS1 Compatible - area C	PENDING	$ 93.21		See NRC prices below	
138		DS3 compatible subloop - area A	PENDING	$ 537.15		See NRC prices below	
139		DS3 compatible subloop - area B	PENDING	$ 865.98		See NRC prices below	
140		DS3 compatible subloop - area C	PENDING	$ 871.00		See NRC prices below	
141		**CO to SAI Sub-Loop**					
142		2 Wire Analog - area A	PENDING	$ 3.70		See NRC prices below	
143		2 Wire Analog - area B	PENDING	$ 6.98		See NRC prices below	
144		2 Wire Analog - area C	PENDING	$ 7.83		See NRC prices below	
145		4 Wire Analog - area A	PENDING	$ 7.70		See NRC prices below	
146		4 Wire Analog - area B	PENDING	$ 17.18		See NRC prices below	
147		4 Wire Analog - area C	PENDING	$ 18.85		See NRC prices below	

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Line	ILLINOIS	SBC Generic Rates	USOC	Recurring	Non-Recurring
148		2 Wire DSL - area A	PENDING	$ 3.54	See NRC prices below
149		2 Wire DSL - area B	PENDING	$ 6.73	See NRC prices below
150		2 Wire DSL - area C	PENDING	$ 6.84	See NRC prices below
151		4 Wire DSL - area A	PENDING	$ 6.77	See NRC prices below
152		4 Wire DSL - area B	PENDING	$ 13.17	See NRC prices below
153		4 Wire DSL - area C	PENDING	$ 13.33	See NRC prices below
154		2 Wire ISDN Compatible - area A	PENDING	$ 4.52	See NRC prices below
155		2 Wire ISDN Compatible - area B	PENDING	$ 11.36	See NRC prices below
156		2 Wire ISDN Compatible - area C	PENDING	$ 13.82	See NRC prices below
157		**CO to Terminal sub-loop**			
158		2 Wire Analog - area A	PENDING	$ 3.68	See NRC prices below
159		2 Wire Analog - area B	PENDING	$ 11.27	See NRC prices below
160		2 Wire Analog - area C	PENDING	$ 16.51	See NRC prices below
161		4 Wire Analog - area A	PENDING	$ 7.74	See NRC prices below
162		4 Wire Analog - area B	PENDING	$ 25.73	See NRC prices below
163		4 Wire Analog - area C	PENDING	$ 36.19	See NRC prices below
164		2 Wire DSL - area A	PENDING	$ 3.53	See NRC prices below
165		2 Wire DSL - area B	PENDING	$ 11.02	See NRC prices below
166		2 Wire DSL - area C	PENDING	$ 15.52	See NRC prices below
167		4 Wire DSL - area A	PENDING	$ 6.80	See NRC prices below
168		4 Wire DSL - area B	PENDING	$ 21.71	See NRC prices below
169		4 Wire DSL - area C	PENDING	$ 30.68	See NRC prices below
170		2 Wire ISDN Compatible - area A	PENDING	$ 4.51	See NRC prices below
171		2 Wire ISDN Compatible - area B	PENDING	$ 15.65	See NRC prices below
172		2 Wire ISDN Compatible - area C	PENDING	$ 22.50	See NRC prices below
173		**ECS to SAI sub-loop**			
174		2 Wire Analog - area A	PENDING	$ 0.99	See NRC prices below
175		2 Wire Analog - area B	PENDING	$ 1.64	See NRC prices below
176		2 Wire Analog - area C	PENDING	$ 1.70	See NRC prices below
177		4 Wire Analog - area A	PENDING	$ 2.00	See NRC prices below
178		4 Wire Analog - area B	PENDING	$ 3.34	See NRC prices below
179		4 Wire Analog - area C	PENDING	$ 3.35	See NRC prices below
180		2 Wire DSL - area A	PENDING	$ 0.99	See NRC prices below
181		2 Wire DSL - area B	PENDING	$ 1.64	See NRC prices below
182		2 Wire DSL - area C	PENDING	$ 1.70	See NRC prices below
183		4 Wire DSL - area A	PENDING	$ 2.00	See NRC prices below
184		4 Wire DSL - area B	PENDING	$ 3.34	See NRC prices below
185		4 Wire DSL - area C	PENDING	$ 3.35	See NRC prices below
186		**ECS to Terminal sub-loop**			
187		2 Wire Analog - area A	PENDING	$ 0.98	See NRC prices below
188		2 Wire Analog - area B	PENDING	$ 5.93	See NRC prices below
189		2 Wire Analog - area C	PENDING	$ 10.38	See NRC prices below
190		4 Wire Analog - area A	PENDING	$ 2.03	See NRC prices below
191		4 Wire Analog - area B	PENDING	$ 11.88	See NRC prices below
192		4 Wire Analog - area C	PENDING	$ 20.70	See NRC prices below
193		2 Wire DSL - area A	PENDING	$ 0.98	See NRC prices below
194		2 Wire DSL - area B	PENDING	$ 5.93	See NRC prices below
195		2 Wire DSL - area C	PENDING	$ 10.38	See NRC prices below
196		4 Wire DSL - area A	PENDING	$ 2.03	See NRC prices below
197		4 Wire DSL - area B	PENDING	$ 11.88	See NRC prices below
198		4 Wire DSL - area C	PENDING	$ 20.70	See NRC prices below
199		**ECS to NID sub-loop**			
200		2 Wire Analog - area A	PENDING	$ 2.14	See NRC prices below
201		2 Wire Analog - area B	PENDING	$ 7.36	See NRC prices below
202		2 Wire Analog - area C	PENDING	$ 11.84	See NRC prices below
203		4 Wire Analog - area A	PENDING	$ 4.36	See NRC prices below
204		4 Wire Analog - area B	PENDING	$ 14.74	See NRC prices below
205		4 Wire Analog - area C	PENDING	$ 23.64	See NRC prices below
206		2 Wire DSL - area A	PENDING	$ 2.14	See NRC prices below
207		2 Wire DSL - area B	PENDING	$ 7.36	See NRC prices below
208		2 Wire DSL - area C	PENDING	$ 11.84	See NRC prices below
209		4 Wire DSL - area A	PENDING	$ 4.36	See NRC prices below
210		4 Wire DSL - area B	PENDING	$ 14.74	See NRC prices below
211		4 Wire DSL - area C	PENDING	$ 23.64	See NRC prices below
212		**SAI to Terminal sub-loop**			
213		2 Wire Analog - area A	PENDING	$ 1.94	See NRC prices below
214		2 Wire Analog - area B	PENDING	$ 6.00	See NRC prices below
215		2 Wire Analog - area C	PENDING	$ 9.89	See NRC prices below
216		4 Wire Analog - area A	PENDING	$ 3.93	See NRC prices below
217		4 Wire Analog - area B	PENDING	$ 11.99	See NRC prices below
218		4 Wire Analog - area C	PENDING	$ 19.76	See NRC prices below
219		2 Wire DSL - area A	PENDING	$ 1.94	See NRC prices below
220		2 Wire DSL - area B	PENDING	$ 6.00	See NRC prices below

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	ILLINOIS		SBC Generic Rates	USOC	Recurring		Non-Recurring
221			2 Wire DSL - area C	PENDING	$ 9.89		See NRC prices below
222			4 Wire DSL - area A	PENDING	$ 3.93		See NRC prices below

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NA -Not Applicable

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring		Non-Recurring	
223		4 Wire DSL - area B	PENDING	$ 11.99		See NRC prices below	
224		4 Wire DSL - area C	PENDING	$ 19.76		See NRC prices below	
225	**SAI to NID sub-loop**						
226		2 Wire Analog - area A	PENDING	$ 3.08		See NRC prices below	
227		2 Wire Analog - area B	PENDING	$ 7.41		See NRC prices below	
228		2 Wire Analog - area C	PENDING	$ 11.36		See NRC prices below	
229		4 Wire Analog - area A	PENDING	$ 6.25		See NRC prices below	
230		4 Wire Analog - area B	PENDING	$ 14.84		See NRC prices below	
231		4 Wire Analog - area C	PENDING	$ 22.70		See NRC prices below	
232		2 Wire DSL - area A	PENDING	$ 3.08		See NRC prices below	
233		2 Wire DSL - area B	PENDING	$ 7.41		See NRC prices below	
234		2 Wire DSL - area C	PENDING	$ 11.36		See NRC prices below	
235		4 Wire DSL - area A	PENDING	$ 6.25		See NRC prices below	
236		4 Wire DSL - area B	PENDING	$ 14.84		See NRC prices below	
237		4 Wire DSL - area C	PENDING	$ 22.70		See NRC prices below	
238	**Terminal to NID sub-loop**						
239		2 Wire Analog - area A	PENDING	$ 1.75		See NRC prices below	
240		2 Wire Analog - area B	PENDING	$ 2.04		See NRC prices below	
241		2 Wire Analog - area C	PENDING	$ 2.08		See NRC prices below	
242		4 Wire Analog - area A	PENDING	$ 3.56		See NRC prices below	
243		4 Wire Analog - area B	PENDING	$ 4.09		See NRC prices below	
244		4 Wire Analog - area C	PENDING	$ 4.17		See NRC prices below	
245		2 Wire DSL - area A	PENDING	$ 1.75		See NRC prices below	
246		2 Wire DSL - area B	PENDING	$ 2.04		See NRC prices below	
247		2 Wire DSL - area C	PENDING	$ 2.08		See NRC prices below	
248		4 Wire DSL - area A	PENDING	$ 3.56		See NRC prices below	
249		4 Wire DSL - area B	PENDING	$ 4.09		See NRC prices below	
250		4 Wire DSL - area C	PENDING	$ 4.17		See NRC prices below	
251	**NID sub-loop element**						
252		2 Wire Analog - area A	PENDING	$ 0.19		See NRC prices below	
253		2 Wire Analog - area B	PENDING	$ 0.24		See NRC prices below	
254		2 Wire Analog - area C	PENDING	$ 0.20		See NRC prices below	
255		4 Wire Analog - area A	PENDING	$ 0.42		See NRC prices below	
256		4 Wire Analog - area B	PENDING	$ 0.50		See NRC prices below	
257		4 Wire Analog - area C	PENDING	$ 0.42		See NRC prices below	
258		2 Wire DSL - area A	PENDING	$ 0.19		See NRC prices below	
259		2 Wire DSL - area B	PENDING	$ 0.24		See NRC prices below	
260		2 Wire DSL - area C	PENDING	$ 0.20		See NRC prices below	
261		4 Wire DSL - area A	PENDING	$ 0.42		See NRC prices below	
262		4 Wire DSL - area B	PENDING	$ 0.50		See NRC prices below	
263		4 Wire DSL - area C	PENDING	$ 0.42		See NRC prices below	
264		2 Wire ISDN Compatible - area A	PENDING	$ 0.19		See NRC prices below	
265		2 Wire ISDN Compatible - area B	PENDING	$ 0.24		See NRC prices below	
266		2 Wire ISDN Compatible - area C	PENDING	$ 0.20		See NRC prices below	
267		4 Wire DS1 Compatible - area A	PENDING	TBD		See NRC prices below	
268		4 Wire DS1 Compatible - area B	PENDING	TBD		See NRC prices below	
269		4 Wire DS1 Compatible - area C	PENDING	TBD		See NRC prices below	
270		DS3 compatible subloop - area A	PENDING	TBD		See NRC prices below	
271		DS3 compatible subloop - area B	PENDING	TBD		See NRC prices below	
272		DS3 compatible subloop - area C	PENDING	TBD		See NRC prices below	
273	**Sub-Loop Non-Recurring Charges**						
274		2-Wire Analog Sub-Loop	PENDING			$ 238.21	
275		4-Wire Analog Sub-Loop	PENDING			$ 239.27	
276		2-Wire xDSL Digital Sub-Loop	PENDING			$ 274.66	
277		4-Wire xDSL Digital Sub-Loop	PENDING			$ 279.25	
278		2-Wire ISDN Digital Sub-Loop	PENDING			$ 305.92	
279		4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	PENDING			$ 513.73	
280		DS3 Sub-Loop	PENDING			$ 677.02	
281	**Service Order Charge**						
282		Establish, per occasion	PENDING			$ 13.17	
283		Add or change, per occasion	PENDING			$ 13.17	
284	**Line Connection Charge**						
285		per occasion	PENDING			$ 25.08	
286							
287	**UNE - P Service Order Charge**						
288	Migration - Line Port Side		NHCHG	NA		$ 1.02	N/A
289	Migration - Trunk Port Side		NHCHH	NA		$ 1.02	N/A
290							
291	**Cross Connects**						
292	2-Wire		CXCT2	$ 0.14		NA	NA
293	2-Wire Line Port		CXC9X	$ 0.14		NA	NA
294	4-Wire		CXCT4	$ 0.31		NA	NA
295	6-Wire		OPEN	$ 0.45		NA	NA

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Line	ILLINOIS	SBC Generic Rates	USOC	Recurring		Non-Recurring	
296	8-Wire		OPEN	$ 0.62		NA	NA
297	DS1/LT1		CXCDX	$ 0.43		NA	NA
298	DS3/LT3		CXC8X	$ 0.76		NA	NA
299	OC3		OPEN	$ 76.83		NA	NA
300	OC12		OPEN	$ 405.01		NA	NA
301	OC48		OPEN	$ 981.34		NA	NA
302	DS3 Loop Cross-Connect to Collocation		CXCBX	$ 33.14		N/A	N/A
303							
304	**Dedicated Transport**						
305	**Entrance Facility:**						
306	DS1	Area A	UEYBA	$ 73.46		NA	NA
307		Area B	UEYBB	$ 61.45		NA	NA
308		Area C	UEYBC	$ 61.56		NA	NA
309	DS3	Area A	UEYCA	$ 686.47		NA	NA
310		Area B	UEYCB	$ 768.77		NA	NA
311		Area C	UEYCC	$ 752.87		NA	NA
312	OC3	All Areas	UEYFX	$ 311.34		NA	NA
313	OC12	All Areas	UEYGX	$ 547.79		NA	NA
314	OC48	All Areas	UEYHX	$ 2,418.86		NA	NA
315							
316	**Interoffice Transport:**						
317	DS1	Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	$ 17.35		NA	NA
318		Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	$ 1.88		NA	NA
319	DS3	Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	$ 146.93		NA	NA
320		Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	$ 29.81		NA	NA
321		Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4WA-WC	$ 146.93		NA	NA
322		Interoffice Mileage - Per Mile - All Areas	1YZBA-BC	$ 29.81		NA	NA
323	OC3	Interoffice Mileage Termination - Per Point of Termination - All Areas	CM6	$ 342.69		NA	NA
324		Interoffice Mileage - Per Mile - All Areas	1L5XX	$ 208.80		NA	NA
325	OC12	Interoffice Mileage Termination - Per Point of Termination - All Areas	CM6	$ 571.38		NA	NA
326		Interoffice Mileage - Per Mile - All Areas	1L5XX	$ 376.16		NA	NA
327	OC48	Interoffice Mileage Termination - Per Point of Termination - All Areas	CM6	$ 1,269.31		NA	NA
328		Interoffice Mileage - Per Mile - All Areas	1L5XX	$ 320.69		NA	NA
329							
330	**Multiplexing**						
331	DS1 to Voice Grade		QMVXA-XC	$ 275.34		NA	NA
332	DS3 to DS1		QM3XA-XC	$ 404.30		NA	NA
333	OC3	Add/Drop Multiplexing - Per Arrangement	MPECX	$ 542.03		NA	NA
334		Add/Drop Function					
335		- Per DS3 Add or Drop	MXJBX	$ 105.15		NA	NA
336		- Per DS1 Add or Drop	MXJAX	$ 32.48		NA	NA
337	OC12	Add/Drop Multiplexing - Per Arrangement	MPEDX	$ 637.78		NA	NA
338		Add/Drop Function					
339		- Per OC3 Add or Drop	MXJCX	$ 146.47		NA	NA
340		- Per DS3 Add or Drop	MXJBX	$ 31.77		NA	NA
341	OC48	Add/Drop Multiplexing - Per Arrangement	MXRFX	$ 724.77		NA	NA
342		Add/Drop Function					
343		- Per OC12 Add or Drop	MXJEX	$ 317.08		NA	NA
344		- Per OC3 Add or Drop	MXJCX	$ 146.91		NA	NA
345		- Per DS3 Add or Drop	MXJBX	$ 49.90		NA	NA
346							
347	**Dedicated Transport Cross Connects**						
348	DS1		CXCDX	$ 0.43		NA	NA
349	DS3		CXCEX	$ 0.76		NA	NA
350	OC3		OCCCX	$ 76.83		NA	NA
351	OC12		OCCDX	$ 405.01		NA	NA
352	OC48		OCCFX	$ 981.34		NA	NA
353							
354	**Dedicated Transport Optional Features & Functions**						
355	**DS1**	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYXA-XC			$ 443.18	NA
356	**OC3**	1+1 Protection - Per OC3 Entrance Facility	P8T	$ 41.59		NA	NA
357		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	P3S	$ 41.59		$ 2,819.25	NA
358		1+1 Protection with Route Survivability (1 & 2 below apply)					
359		- (1) Per OC3 Entrance Facility	P8T	$ 41.59		NA	NA
360		- (2) Per Quarter Route Mile	S2DXY	$ 62.34		NA	NA
361	**OC12**	1+1 Protection - Per OC12 Entrance Facility	P8T	$ 205.74		NA	NA
362		1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	P3S	$ 205.74		$ 2,819.25	NA
363		1+1 Protection with Route Survivability (1 & 2 below apply)					
364		- (1) Per OC12 Entrance Facility	P8T	$ 205.74		NA	NA
365		- (2) Per Quarter Route Mile	S2DXY	$ 54.20		NA	NA
366	**OC48**	1+1 Protection - Per OC48 Entrance Facility	P8T	$ 848.18		NA	NA
367		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	P3S	$ 848.18		$ 2,819.25	NA
368		1+1 Protection with Route Survivability (1 & 2 below apply)					

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369		- (1) Per OC48 Entrance Facility	P8T	$ 848.18		NA	NA
370		- (2) Per Quarter Route Mile	S2DXY	$ 96.65		NA	NA
371							
372	**Dedicated Transport Installation & Rearrangement Charges**						
373	**DS1**	Administration Charge - Per Order	ORCMX	NA		$ 406.61	NA
374		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 632.71	NA
375		Carrier Connection Charge - Per Order	NRBBL	NA		$ 585.51	NA
376	**DS3**	Administration Charge - Per Order	ORCMX	NA		$ 308.22	NA
377		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 671.16	NA
378		Design & Central Office Connection Charge - Per Circuit	NRBC4	NA		$ 671.16	NA
379		Carrier Connection Charge - Per Order	NRBBL	NA		$ 377.25	NA
380		Carrier Connection Charge - Per Order	NRBDT	NA		$ 377.25	NA
381	**OC3**	Administration Charge - Per Order	ORCMX	NA		$ 123.65	NA
382		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 564.71	NA
383		Carrier Connection Charge - Per Order	NRBBL	NA		$ 875.11	NA
384	**OC12**	Administration Charge - Per Order	ORCMX	NA		$ 123.65	NA
385		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 564.71	NA
386		Carrier Connection Charge - Per Order	NRBBL	NA		$ 875.11	NA
387	**OC48**	Administration Charge - Per Order	ORCMX	NA		$ 123.65	NA
388		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 564.71	NA
389		Carrier Connection Charge - Per Order	NRBBL	NA		$ 875.11	NA
390							
391	**Dedicated Transport Network Reconfiguration Service (NRS)**						
392	On rates, terms and conditions specified in FCC Tariff No. 2		OPEN				
393							
394	**Digital Cross-Connect System**						
395	DCS Port Charge		OPEN				
396	DS1		OPEN	ICB		ICB	NA
397	DS3		OPEN	ICB		ICB	NA
398	DCS Establishment Charge		OPEN	ICB		ICB	NA
399	Database Modification Charge		OPEN	ICB		ICB	NA
400	Reconfiguration Charge		OPEN	ICB		ICB	NA
401							
402	**Dark Fiber**						
403	Dark Fiber Interoffice						
404		Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	$81.19		NA	NA
405		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	$0.00179		NA	NA
406		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	$3.43		NA	NA
407	Dark Fiber Loop						
408		Dark Fiber Loop Termination (Per Termination per Fiber)	UL1WX	$13.02		NA	NA
409		Dark Fiber Loop Mileage (Per Fiber per Foot)	ULOWG	$0.00210		NA	NA
410		Dark Fiber Loop Cross Connect (Per Termination per Fiber)	UKCHX	$2.71		NA	NA
411	Inquiry (Per Request)						
412		Dark Fiber Loop - NRC	NR9DT	NA		$75.13	NA
413		Dark Fiber Sub-Loop - NRC	NR9DX	NA		$75.13	NA
414		Dark Fiber Interoffice Transport - NRC	NR9D6	NA		$322.13	NA
415	FIRM ORDER (Per Fiber Strand)						
416		Administrative per Order	NRB51	NA		$23.06	NA
417		Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)	NRB52	NA		$417.16	NA
418		Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)	NRB53	NA		$417.16	NA
419		Dark Fiber Interofcfice Transport - NRC	NRB54	NA		$594.15	NA
420							
421	**Line Information Database - LIDB**			**USAGE**			
422	Validation Query (Regional STP Access Includes SMS & Sleuth)		USAGE	$ 0.016151	(per query)	NA	NA
423	Query Transport (Regional STP Access Validation)		USAGE	$ 0.000020	(per query)	NA	NA
424	Validation Query (Local STP Access Includes SMS & Sleuth)		USAGE	$ 0.016151	(per query)	NA	NA
425	Query Transport (Local STP Access Validation)		USAGE	$ 0.000132	(per query)	NA	NA
426	CNAM Database Query (Regional STP Access Includes SMS)		USAGE	$ 0.009942	(per query)	NA	NA
427	CNAM Database Query (Local STP Access Includes SMS)		USAGE	$ 0.009942	(per query)	NA	NA
428	Service Order Cost		ORZMX	NA		$ 25.00	NA
429	Service Establishment Charge		CF353	NA		NA	NA
430	LIDB Data Storage & Administration						
431		Manual Update	OPEN	NA		$ 2.00	(Per Update)
432							
433	**800 Database**			**USAGE**			
434	Toll Free Database Query (Regional STP Access)		USAGE	$ 0.001129	(per query)		
435	Call Handling and Destination (Regional STP Access)		USAGE	$ 0.000125	(per query)		
436	Toll Free Database Query (Local STP Access)		USAGE	$ 0.001237	(per query)		
437	Call Handling and Destination (Local STP Access)		USAGE	$ 0.000234	(per query)		
438							
439	**SS7**						
440	**SS7 Links - Cross Connects**						
441	STP to Collocators Cage - DS0		USAGE	See Dedicated Transport			

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Line	ILLINOIS	SBC Generic Rates	USOC	Recurring		Non-Recurring	
442		STP to Collocators Cage- DS1	USAGE	See Dedicated Transport			
443		STP to SBC Illinois MDF - DS0	USAGE	See Dedicated Transport			
444		STP to SBC Illinois DSX Frame-DS1	USAGE	See Dedicated Transport			
445							
446		**SS7 Links**					
447		STP Access Connection - 1.544 Mbps	USAGE	See Dedicated Transport			
448		STP Access Link - 56 Kbps	USAGE	See Dedicated Transport			
449							
450		**STP Port**	USAGE	$ 263.19		$ 714.11	N/A
451							
452		**SS7 Signalling**		**USAGE**			
453		Signal Switching/IAM msg	USAGE	$ 0.000133			
454		Signal Transport/IAM msg	USAGE	$ 0.000084			
455		Signal Formulation/IAM msg	USAGE	$ 0.000451			
456		Signal Tandem Switching/IAM msg	USAGE	$ 0.000299			
457		Signal Switching/TCAP msg	USAGE	$ 0.000108			
458		Signal Transport/TCAP msg	USAGE	$ 0.000057			
459		Signal Formulation/TCAP msg	USAGE	$ 0.000324			
460		Point Code Addition	USAGE	N/A		$ 24.75	N/A
461		Global Title Translation Addition	USAGE	N/A		$ 13.31	N/A
462		Record					
463		Disconnect					
464							
465	**LNP**						
466	Local Number Portability		NSR	$ 0.28		N/A	
467							
468	**Unbundled Local Switching with Shared Transport**						
469		ULS-ST Switch Originating Usage (ULS-O)	USAGE	$ -	per Mou	NA	NA
470		ULS-ST Switch Terminating Usage (ULS-T)	USAGE	$ -	per Mou	NA	NA
471		ULS-ST Blended Transport MOU	USAGE	$ 0.000415	per Mou	NA	NA
472		ULS-Reciprocal Compensation For Termination of Local Traffic					
473		Set up charge, per call	USAGE	$ 0.009512			
474		Duration charge, per MOU	USAGE	$ 0.000967			
475		ULS-ST Common Transport MOU	USAGE	$ 0.000304	per Mou	NA	NA
476		ULS-ST Tandem Switching MOU	USAGE	$ 0.000215	per Mou	NA	NA
477		ULS-ST Daily Usage Feed (DUF)	USAGE	$ 0.000459	per Message		
478		USL-ST Custom Routing of OS or DA using AIN, per Route, per Switch, per Carrier	USAGE	N/A		$ 108.46	NA
479		SS7 Signaling Transport associated with ULS-ST	USAGE	$ 0.000176	per Message	N/A	NA
480		**ULS-ST Ports**					
481		Baisc Line Port - Residence, per Port	UJR	$ 2.18		$ 53.01	
482							
483	**Unbundled Local Switching**						
484	**	ULS Usage, per Originating or Terminating MOU (statewide)	N/A	TBD	per Mou	NA	NA
485		*** Pursuant to ICC Dockets #96-0486/0569 Consolidated*					
486		Daily Usage Feed (DUF), per message	N/A	$ 0.000459	per Message		
487		Customized Routing, per Line Class Code, per switch	UROPW	N/A		$ 232.00	NA
488		Custom Routing, New Network Route, per route, per switch	NR9N6	N/A		TBD	
484		Billing Establishment, per CLEC, per switch	NR9UJ	NA		$ 136.76	NA
485		Service Coordination Fee, per CLEC bill, per switch	UFEPW	$ 1.15		N/A	NA
486		Subsequent Training, per Company Person, per Hour	NR9UT	N/A		$ 82.10	NA
487							
488	**Port Charge, per Month, per Port**						
489		Analog Line Port	UPC	$ 2.18	per Port	$ 53.01	N/A
490		Basic Line Port - PBX 2W	UVL	$ 2.18	per Port	$ 53.01	N/A
491		Basic Line Port - PBX 1W In	U1L	$ 2.18	per Port	$ 53.01	N/A
492		Basic Line Port - PBX 1W Out	UOL	$ 2.18	per Port	$ 53.01	N/A
493		Ground Start Port	UPZ	$ 2.18	per Port	$ 53.01	N/A
494		Ground Start Port - PBX 1W In	U1Z	$ 2.18	per Port	$ 53.01	N/A
495		Ground Start Port - PBX 1W Out	UOZ	$ 2.18	per Port	$ 53.01	N/A
496		Analog DID Trunk Port	UPR	$ 20.65	per Port	$ 53.01	N/A
497		per Telephone Number	UDM	$ 0.06	per Number	N/A	N/A
498		Add / Rearrange each Termination	REAJG	N/A		$ 29.17	N/A
499		ISDN BRI Port	U2P	$ 9.34	per Port	$ 53.01	N/A
500		per Telephone Number	UZN	$ 0.06	per Number	NA	NA
501		ISDN-Direct Port - Custom	U25	$ 9.34	per Port	$ 53.01	N/A
502		ISDN PRI Port	UZQZD	$ 158.57	per Port	$ 778.06	N/A
503		ISDN-Prime Trunk Port - Custom	UZPZD	$ 158.57	per Port	$ 778.06	N/A
504		per Telephone Number	UZN	$ 0.06	per Number	N/A	N/A
505		Add / Rearrange per Channel	REAKB	N/A		$ 29.17	N/A
506		Digital Trunking Trunk Port	UW7	$ 145.58	per Port	$ 778.06	N/A
507		DS1 Trunk Port	UROPT	$ 145.56	per Port	$ 778.06	N/A
508		Centrex Basic Line Port	U3XAA-CA	$ 2.18	per Port	$ 53.01	N/A
509		Centrex Basic Line Port	U3XAB-CB	$ 2.18	per Port	$ 53.01	N/A

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring		Non-Recurring	
510		Centrex Basic Line Port	U3XAD-CD	$ 2.18	per Port	$ 53.01	N/A
511		Centrex Basic Line Port	U3XAE-CE	$ 2.18	per Port	$ 53.01	N/A
512		Centrex ISDN BRI Port	PENDING	$ 6.11	per Port	$ 53.01	N/A
513		Centrex ISDN Line Port-Custom	PENDING	$ 6.11	per Port	$ 53.01	N/A
514		Centrex EKL Line Port	U3XAC-CC	$ 4.92	per Port	$ 53.01	N/A
515		Centrex Attendant Console Line Port	U6A	$ 7.12	per Port	$ 106.01	N/A
516	*	(1) Basic COPTS Port	UYC	$ 2.18	per Port	$ 53.01	N/A
517	*	(1) COPTS-Coin Line Port	U5N	$ 2.18	per Port	$ 53.01	N/A
518		(1) Interim rate that was set pursuant to the Illinois Commerce Commission Interim Order in Docket No. 01-0609					
519		and Order in Docket No. 00-0700, and that is currently under investigation in Docket No. 01-0609 to establish a					
520		permanent rate. Pursuant to the Order in Docket 01-0662, these noted rates contained in this tariff are interim and					
521		subject to true-up from February 6, 2003, to when permanent rates are established.					
522							
523		**Port Non-Recurring Charges - ULS-ULS-ST**					
524		**Basic Line Port**					
525		Service Order - Initial	NR9UU	NA		$ 2.35	N/A
526		Service Order - Subsequent	NR9UV	NA		$ 1.02	
527		Service Order - Record Work Only	NR9F6	NA		$ 1.02	N/A
528		**Complex Line Port**					
529		Service Order - Initial	NR9B5	NA		$ 27.60	N/A
530		Service Order - Subsequent	NR9UV	NA		$ 1.02	
531		Service Order - Record Work Only	NR9F7	NA		$ 1.02	N/A
532		**ULS Trunk Port**					
533		Service Order - Initial	NR9UG	NA		$ 26.79	N/A
534		Service Order - Subsequent	NR9UV	NA		$ 1.02	
535		Service Order - Record Work Only	NR9F8	NA		$ 1.02	N/A
536		**Port Conversion**					
537		Basic Port Conversion	REAKD	NA		$ 1.08	N/A
538							
539		**Tandem Switching**					
540		per minute of use (without Tandem Trunks)	USAGE	$ 0.000569		NA	NA
541							
542		**Unbundled Switch Port - Vertical Features**					
543		**Analog Line Port Features (per feature per port):**					
544		Call Waiting		$ -		TBD	N/A
545		Call Forwarding Variable		$ -		TBD	N/A
546		Call Forwarding Busy Line		$ -		TBD	N/A
547		Call Forwarding Don't Answer		$ -		TBD	N/A
548		Three-Way Calling		$ -		TBD	N/A
549		Speed Calling - 8		$ -		TBD	N/A
550		Speed Calling - 30		$ -		TBD	N/A
551		Auto Callback/Auto Redial		$ -		TBD	N/A
552		Distinctive Ring/Priority Call		$ -		TBD	N/A
553		Selective Call Rejection/Call Blocker		$ -		TBD	N/A
554		Auto Recall/Call Return		$ -		TBD	N/A
555		Selective Call Forwarding		$ -		TBD	N/A
556		Calling Number Delivery		$ -		TBD	N/A
557		Calling Name Delivery		$ -		TBD	N/A
558		Calling Number/Name Blocking		$ -		TBD	N/A
559		Anonymous Call Rejection (to date only available in Texas)		NA		NA	N/A
560							
561		**Analog Line Port Features:**					
562		Personalized Ring (per arrangement per port)		$ -		TBD	N/A
563		Hunting Arrangement (per arrangement)		$ -		TBD	N/A
564							
565		**ISDN BRI Port Features (per B Channel, unless noted)**					
566		CSV/CSD per ISDN BRI port (required/provided)		$ -			
567							
568		**Basic Electonic Key Line (EKL) Features**					
569		Basic EKL provides:					
570		Bridged Call Exclusion					
571		Bridging					
572		Call Forwarding Don't Answer					
573		Call Forwarding Interface Busy					
574		Call Forwarding Variable					
575		Message Waiting Indicator					
576		Speed Call (Long)					
577		Speed Call (Short)					
578		Three-way Conference Calling					
579							
580		**Call Appearance Call Handling (CACH) EKL**					
581		CACH EKL includes:					
582		Additional Call Offering (inherent)					

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring		Non-Recurring	
583		Bridged Call Exclusion					
584		Bridging					
585		Call Forwarding Don't Answer					
586		Call Forwarding Interface Busy					
587		Call Forwarding Variable					
588		Intercom					
589		Key System Coverage for Analog Lines					
590		Message Waiting Indicator					
591		Speed Call (Long)					
592		Speed Call (Short)					
593		Three-way Conference Calling					
594							
595	**Basic individual features:**						
596		Additional Call Offering					
597		Call Forwarding Don't Answer					
598		Call Forwarding Interface Busy					
599		Call Forwarding Variable					
600		Calling Number Delivery					
601		Hunt Group for CSD					
602		Hunt Group for CSV					
603		Message Waiting Indicator					
604		Secondary Only Telephone Number					
605		Three Way Conference Calling					
606							
607	**ISDN PRI Port Features**						
608		Backup D Channel					
609		Calling Number Delivery					
610		Dynamic Channel Allocation					
611		DID #s - see Analog DID Trunk Port Features					
612							
613	**Unbundled Centrex System Options for ULS-ULS-ST**						
614		System Features, per Common Block	USFCB	378.58		NA	NA
615		Common Block establishment, each	SEPUS			$ 491.38	
616		System Features Change or Rearrangement, per Feature, per Occasion	REAJY			$ 68.93	
617		System Feature Activation, per Feature, per Occasion					
618		Install and Remove	NR9VY			$ 288.22	
619		Install Only	NR9UE			$ 218.52	
620	**System Features (per Centrex Common Block):**						
621		Automatic Callback Calling/Business Group Callback					
622		Call Forwarding Variable/Business Group Call Forwarding Variable					
623		Call Forwarding Busy Line					
624		Call Forwarding Don't Answer					
625		Call Hold					
626		Call Pickup					
627		Call Transfer - All Calls					
628		Call Waiting - Intragroup/Business Group Call Waiting					
629		Call Waiting - Originating					
630		Call Waiting - Terminating					
631		Class of Service Restriction - Fully Restricted					
632		Class of Service Restriction - Semi Restricted					
633		Class of Service Restriction - Toll Restricted					
634		Consultation Hold					
635		Dial Call Waiting					
636		Directed Call Pickup - Non Barge In					
637		Directed Call Pickup - With Barge In					
638		Distinctive Ringing and Call Waiting Tone					
639		Hunting Arrangement - Basic					
640		Hunting Arrangement - Circular					
641		Speed Calling Personal (short list)					
642		Three Way Calling					
643							
644	**ISDN BRI Port Features for Unbundled Centrex**						
645		Circuit Switched Voice (CSV)/(CSD) per BRI					
646							
647	**Standard feature initialization per Centrex System**						
648		**System features (per Centrex Common Block):**					
649		Additional Call Offering for CSV					
650		Automatic Callback Calling					
651		Call Forwarding Busy Line					
652		Call Forwarding Don't Answer					
653		Call Forwarding Variable					
654		Call Hold					
655		Call Pickup					

TBD -To be determined
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Line	ILLINOIS	SBC Generic Rates	USOC	Recurring		Non-Recurring	
656		Call Transfer - All Calls					
657		Class of Service Restriction - Fully Restricted					
658		Class of Service Restriction - Semi Restricted					
659		Class of Service Restriction - Toll Restricted					
660		Consultation Hold					
661		Dial Call Waiting					
662		Directed Call Pickup - Non Barge In					
663		Directed Call Pickup - With Barge In					
664		Distinctive Ringing					
665		Hunting Arrangement - Basic					
666		Hunting Arrangement - Circular					
667		Speed Calling Personal (short list)					
668		Three Way Calling					
669		Custom Access Treatment Code (TX only)					
670		Denied Origination (TX only)					
671		Denied Termination (TX only)					
672		Intercom Dialing (TX only)					
673							
674	***OTHER***						
675	**Directory Assistance**						
676		**UNE P DA**					
677		Directory Assistance, per call	OPEN	$ 0.30		NA	NA
678		Directory Assistance Call Completion (DACC)	OPEN	$ 0.15		NA	NA
679		National Directory Assistance	OPEN	$ 0.65		NA	NA
680		Reverse Directory Assistance	OPEN	$ 0.95		NA	NA
681							
682		**Facility-based DA**					
683		Directory Assistance, per call	OPEN	$ 0.30		NA	NA
684		Directory Assistance/National Directory Assistance/Reverse DA, per call	OPEN	$ 0.35		NA	NA
685		Directory Assistance Call Completion (DACC)	OPEN	$ 0.15		NA	NA
686		Branding - Other - Initial/Subsequent Load	OPEN			$ 1,800.00	NA
687		- per call	OPEN	$ 0.025			
688		Branding - Facility Based - Initial/Subsequent Load					
689		- Branding, per trunk group	OPEN	NA		$ 800.00	NA
690		Rate Reference - Initial Load	OPEN	NA		$ 2,200.00	NA
691		Rate Reference - Subsequent Load	OPEN	NA		$ 1,000.00	NA
692	**DA Listing Liscense**						
693		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)					
694		- per listing for initial load	OPEN	NA		$ 0.040	NA
695		- per listing for subsequent updates	OPEN	NA		$ 0.060	NA
696		Option #2 Full File (all states inclusive) Billable Release					
697		- per listing for initial load	OPEN	NA		$ 0.020	NA
698		- per listing for subsequent updates	OPEN	NA		$ 0.030	NA
699		- per usage/query	OPEN	NA		$ 0.020	NA
700		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
701		- per listing for initial load	OPEN	NA		$ 0.050	NA
702		- per listing for subsequent updates	OPEN	NA		$ 0.060	NA
703		Option #4 Pick & Choose (by state) Billable Release					
704		- per listing for initial load	OPEN	NA		$ 0.020	NA
705		- per listing for subsequent updates	OPEN	NA		$ 0.030	NA
706		- per usage/query	OPEN	NA		$ 0.020	NA
707	**Operator Services**						
708		Fully Automated Call Processing, per occurrence	OPEN	$ 0.15		NA	NA
709		Operator Assisted Call Processing, per work second	OPEN	$ 0.02		NA	NA
710		Branding - Other - Initial/Subsequent Load	OPEN			$ 1,800.00	NA
711		- per call	OPEN	$ 0.025			
712		Branding - Facility Based - Initial/Subsequent Load					
713		- Branding, per trunk group	OPEN	NA		$ 800.00	NA
714		Operator Services - Rate Reference - Initial Load	OPEN	NA		$ 2,200.00	NA
715		Operator Services - Rate Reference - Subsequent Load	OPEN	NA		$ 1,000.00	NA
716							
717	**Resale**						
718		Reverse Directory Assistance (RDA)	OPEN	$ 1.25		NA	NA
719							
720	**Ancillary Message Billing Compensation (Per Message)**		OPEN	$ 0.03		NA	NA
721							
722	**Structure Access - Poles & Ducts**			Annually			
723		Per Pole attachment*	OPEN	$ 1.69		NA	NA
724		Per Foot of innerduct:					
725		with two or fewer innerducts	OPEN	$ 0.38		NA	NA
726		with three innerducts	OPEN	$ 0.26		NA	NA
727		with four innerducts	OPEN	$ 0.19		NA	NA
728		Application fee	OPEN			$ 200.00	

TBD -To be determined
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NA -Not Applicable

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring		Non-Recurring	
729		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional					
730		one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
731							
732	**Emergency Number Service Access**						
733		911 Selective Router Interconnection					
734		-Digital DS1 Interface	USAGE	$ 198.11		$ 706.64	
735		-Each DSO installed	USAGE	$ -		$ 507.00	
736		-Analog Channel Interface	USAGE	$ 19.99		$ 610.45	
737		ANI/ALI/SR and Database Management	EVG9X				
738		- Per 100 records, rounded up to nearest 100	9S89X	$ 77.97		$ 6.46	
739		911 Selective Router Switch Administration					
740		-Per Selective Router	USAGE	$ 91.49		$ 5,557.82	
741							
742	**RECIPROCAL COMPENSATION**						
743		**End Office Local Termination**					
744		Set up charge, per call	USAGE	$ 0.009512			
745		Duration charge, per MOU	USAGE	$ 0.000967			
746		**Tandem Switching**					
747		Set up charge, per call	USAGE	$ 0.000496			
748		Duration charge, per MOU	USAGE	$ 0.000927			
749		**Tandem Transport Termination, per MOU**	USAGE	$ 0.000201			
750		**Tandem Transport Facility per MOU, per Mile**	USAGE	$ 0.000013			
751	**TRANSIT SERVICE**						
752		**Tandem Switching, per minute of use**	USAGE	$ 0.004836		NA	
753		**Tandem Termination, per minute of use**	USAGE	$ 0.000189		NA	
754		**Tandem Facility, per minute of use**	USAGE	$ 0.000093		NA	
755							
756	*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**						
757							
758	***RESALE***						
759		See the "Illinois Resale Pricing" schedule					
760	**Line Connection Charge**						
761		Residence	RESALE			NA	
762		Business	RESALE			NA	
763	**Service Order/Service Request Charge**						
764		Residence	RESALE			$18.85	
765		Business	RESALE			$14.12	
766	**Non-Electronic (Manual) Service Order Charge**						
767		Residence	RESALE			$24.19	
768		Business	RESALE			$17.17	
769							
770							
771							
772							

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

AMERITECH TELEHONE COMPANY

Illinois

	Rate of Elements	Monthly Recurring Rate Initial	Monthly Recurring Rate Additional	Nonrecurring Rate Initial	Nonrecurring Rate Additional
COLLOCATION					
Applicable to Cageless Physical Collocation Only					
	Order Charge/Connect Order			$ 401.98	
	Order Charge/Disconnect Order			$ 10.22	
	COBO per Initial bay			$ 18,591.79	
	50%			$ 9,295.90	
	25%			$ 4,647.95	
	COBO ea addl bay			$ 4,180.28	
	50%			$ 2,090.14	
	25%			$ 1,045.07	
	CO Floor Space/bay	$ 32.60			
	COBO per Initial Large bay			$ 22,527.60	
	50%			$ 11,263.80	
	25%			$ 5,631.90	
	COBO ea addl Large bay			$ 6,011.88	
	50%			$ 3,005.94	
	25%			$ 1,502.97	
	Order Charge/Connect Order			$ 401.98	
	CO Floor Space/Large bay	$ 174.62			
	Order Charge/order				
	Order Charge/Disconnect order				
	COBO - initial 100 sq ft				
	50%				
	25%				
	COBO - per add'l 100 sq ft				
	50%				
	25%				
	Node enclsoure - init 100 sqft				
	Node enclsoure - ea addl 100 sqft				
	CO floor space/100 sqft				
**50 sq ft space is available via an NSCR					
Applicable to Shared Cage Physical Collocation Only					
	Order Charge per Connect Order			$ 554.01	
	Order Charge/Disconnect order			$ 10.22	
	COBO per initial 50 sqft			$ 32,844.67	
	50%			$ 16,422.34	
	25%			$ 8,211.17	
	COBO ea addl 50 sqft			$ 12,021.33	
	50%			$ 6,010.67	
	25%			$ 3,005.33	
	Enclosure 1st 50 sqft			$ 2,957.51	

AMERITECH TELEHONE COMPANY

Illinois

	Rate of Elements	Monthly Recurring Rate Initial	Monthly Recurring Rate Additional	Nonrecurring Rate Initial	**Nonrecurring Rate Additional**
	enclosure ea addl 50 sqft			$ 1,353.70	
	CO floor space/50 sqft	$ 300.71			
Applicable to All Physical Collocation Offerings:					
	IF NON-RECURRING RATES FOR SHARED CAGE AND CAGELESS COLLOCATION DIFFERS. PLEASE GO TO LINE 1252 - 1283 ON THIS 13 STATE MATRIX				
	Cable Pulling Ca Vault to Node -1st ft			$ 84.93	
	Cable pulling Ca Vault to Node -ea addl ft			$ 0.84	
	Power Delivery/Power lead			$ 1,802.03	
	Space Reservation			$ 801.98	
	Entrance Conduit/innerduct/ft	$ 0.06			
	Passive bay Term (bay&Panel)/DS1 term	$ 0.57			
	Passive bay Term (bay&Panel)/DS3 term	$ 7.29			
	200 Conductor Block (outside node)	$ 64.25			
	Digital Timing Source/synch signal provided	$ 12.81			
	DS1 repeater	$ 5.95			
	DS3 repeater	$ 34.51			
	Security Photo ID card/card			$ 10.09	
	Riser space/ft	$ 1.15			
Applicable to All Physical & Virtual Collocation Offerings					
	Cable Vault Splicing - per initial			$ 209.75	
	Cable Vault Splicing - per subsequent			$ 15.55	
	Splice Testing - per Initial			$ 48.13	
	Splice Testing - per subsequent			$ 2.83	
	Cable Pulling MH to Cable Vault-1st ft			$ 227.60	
	Cable Pulling MH to Cable Vault-ea addl ft			$ 1.14	
	Diverse Riser/flr traversed			$ 501.99	
	Power Consumption/Fuse Amp	N/A			
	Power Msmt Billing/Customer Arrgt	$ 11.49			
	Power Consumption/KWH	$ 0.28			
	Power Msmt/Customer Arrgt			$ 2,911.85	
	Power Msmt Engrg Charge/Existing Arrgt			$ 272.47	
	200 Conductor Electrical Cross Connect Block	$ 64.25			
	Digital Cross-Connect Panel(DSX3)/DS3 term	$ 15.21			
	Digital Cross-Connect Panel(DSX1)/DS1 panel	$ 48.56			
	Optical Cross-Conn panel/OCX Panel segment	$ 5.84			

AMERITECH TELEHONE COMPANY

Illinois

	Rate of Elements	Monthly Recurring Rate Initial	Monthly Recurring Rate Additional	Nonrecurring Rate Initial	**Nonrecurring Rate Additional**
	1 The rates and charges in this appendix entitled "CLEC Physical Collocation Embedded Base Rates and Charges" (Appendix Pricing) are CLEC-specific. In the event that the Agreement rates, terms and conditions are the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, the term "CLEC's Physical Collocation Embedded Base" shall mean the Adopting CLEC's own Physical Collocation Embedded Base and the nonrecurring and recurring rates associated with such Physical Collocation Embedded Base shall be the nonrecurring and recurring rates associated with the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Physical Collocation Embedded Base from or the nonrecurring and recurring rates previously agreed to by the Adopting CLEC and AMERITECH pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and AMERITECH; therefore, in such event, the rates and charges set forth on this Appendix Pricing will be modified to reflect the rates and charges associated with the Adopting CLEC's own Physical Collocation Embedded Base as more specifically described hereinabove.				

APPENDIX
ILLINOIS RECOURSE CREDITS

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APPENDIX ILLINOIS RECOURSE CREDITS

1. INTRODUCTION

1.1 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.2 **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.

1.3 As used herein, "**Consequential Damages"** shall mean indirect, special, consequential, incidental or punitive damages, including loss on anticipated profits or revenues or any other economic loss in connection with or arising under the Agreement.

1.4 As used herein, "**Customer Credits"** shall mean those credits that CLEC provides to its end users pursuant to 83 IL Admin Code. Section 732.30 for violation of a Local Exchange Service Obligation.

1.5 As used herein, **"Local Exchange Service Obligations"** means those basic local exchange service standards that telecommunications carriers are expected to fulfill in accordance with 83 IL Admin. Code Section 732.20.

1.6 As used herein, "**Recourse Credits"** shall mean those credits that **SBC ILLINOIS** is required to provide to CLEC pursuant to 83 IL Admin. Code Section 732.35, to reimburse CLEC for those Customer Credits paid by CLEC in the event that CLEC's violation of a Local Exchange Service Obligation is caused by **SBC ILLINOIS.**

1.7 As used herein, "**Recourse Credit Claim Form"** shall mean the form which is attached as Exhibit RC completed by CLEC and submitted to **SBC ILLINOIS** to request and obtain Recourse Credits. Such form shall also be available on the SBC CLEC Online website: https://clec.sbc.com.

1.8 This Appendix implements an Illinois-specific requirement imposed by 83 Ill. Admin Code Section 732.35, and corresponds to the terms and conditions by which **SBC ILLINOIS** provides Recourse Credits to CLEC pursuant to 83 Ill. Admin. Code Section 732.35 and then only to the extent required by that regulation.

2. REQUEST FOR REIMBURSEMENT

2.1 CLEC shall submit a Recourse Credit Claim Form to **SBC ILLINOIS'** Local Service Center [specify address] by the 10th day of each month for which CLEC seeks Recourse Credits. The Recourse Credit Claim Form shall separately identify all Customer Credits made, paid or otherwise provided by the CLEC to its end users that were required by IL Admin. Code Section 732.30 during the preceding calendar month for which reimbursement is requested from **SBC ILLINOIS**.

2.2 The Recourse Credit Claim Form may also include requests pertaining to Customer Credits made, paid or otherwise provided by the CLEC to its end users in prior months and not previously requested by the CLEC in an earlier Recourse Credit Claim Form, provided, however, that the CLEC shall have a maximum of ninety (90) days from the date on which the Customer Credits were credited, paid or provided by the CLEC to its end users to request a Recourse Credit from **SBC ILLINOIS**. Provided further, that the CLEC shall have ninety (90) days from earliest of a) the effective date of 83 IL Admin. Code Section 732.35 or b) the effective date of this Appendix to request reimbursement for Customer Credits paid to end users from August 1, 2001 to such effective date of this Appendix.

2.3 By submitting a Recourse Credit Claim Form requesting a Recourse Credit, CLEC represents and warrants to **SBC ILLINOIS** that (i) at the time CLEC submits such a Recourse Credit Claim Form that the information contained within is a true and correct calculation of the credit claimed due to the CLEC based on information known to the CLEC and information received by the CLEC from its customer and relied upon for substantiation under 83 IL Admin. Code Section 732.30, and (ii) that a credit in an amount that is not less than the one sought from SBC ILLINOIS was actually made to CLEC's end user associated with alleged violation of a Local Exchange Service Obligation.

2.4 CLEC's Recourse Credit Claim Form shall include the following information with respect to each request for Recourse Credit:

2.4.1 The name and telephone number of the CLEC's end user that was alleged affected;

2.4.2 The specific Local Exchange Service Obligation that was violated;

2.4.3 Brief statement as to how the alleged actions or inactions of **SBC ILLINOIS**, or alleged failure or deficiency in any network element or service provided by **SBC ILLINOIS** to the CLEC, caused the violation of the Local Exchange Service Obligation by CLEC; and

2.4.4 Amount of Customer Credit made, paid or provided by CLEC to its end user (including the cost to the CLEC of any alternative telephone service provided to end user) for which Recourse Credit is requested, and the date or dates on which the Customer Credit was provided.

3.0 RESPONSE TO REQUESTS FOR REIMBURSEMENT

3.1 **SBC ILLINOIS** shall have thirty (30) calendar days after receipt of CLEC's Recourse Credit Claim Form to notify CLEC in writing if it disputes a request for a Recourse Credit. Such notice shall separately identify each request for Recourse Credit that is disputed, and the basis on which **SBC ILLINOIS** disputes the reimbursement. A request for a Recourse Credit which is not disputed in writing by **SBC ILLINOIS** within the thirty (30) calendar day period shall be reimbursed by **SBC ILLINOIS**, subject to **SBC ILLINOIS'** right to seek recovery of credits pursuant to Section 6 of this Appendix.

3.2 For each request for Recourse Credit that is timely disputed by **SBC ILLINOIS**, the parties shall use the dispute resolution process set forth in the Agreement.

4.0 LIMITATION OF LIABILITY

4.1 **SBC ILLINOIS** shall not be required to make, pay or otherwise provide any Recourse Credit unless CLEC (i) is legally required to make a Customer Credit to its end users under 83 IL Admin. Code Section 732.30 and (ii) actually makes, pays, or otherwise provides such Customer Credit. In no event shall any Recourse Credit include any amount attributable to any liquidated damages or Consequential Damages or any other damages that CLEC may have paid its end user in excess of those credits expressly required by 83 IL Admin. Code Section 732.30 (a) – (c).

4.2 **SBC ILLINOIS** shall not be required to provide CLEC with Recourse Credits if a violation of a Local Exchange Service Obligations resulted from one or more of the occurrences described in 83 IL Admin. Code Section 732.30 (e).

4.3 In the event that **SBC ILLINOIS** is not the sole cause of a CLEC violation of a Local Exchange Service Obligation, the Parties shall agree to a reduction of the Recourse Credit based upon a proper allocation of fault. If the Parties cannot agree to the proper allocation of fault, the Parties shall resolve the issue by following the dispute resolution process set forth in the Agreement.

5.0 METHOD AND TIMING OF REIMBURSEMENT

5.1 Recourse Credits made under this Appendix shall be credited to the CLEC on **SBC ILLINOIS'** invoice to the CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the **SBC ILLINOIS**' receipt of the Recourse Credit Claim Form. Any Recourse Credit claims agreed to by **SBC ILLINOIS** after dispute resolution negotiations pursuant to Section 3.2 shall be

credited to CLEC on **SBC ILLINOIS**' invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after dispute resolution negotiations conclude. Should dispute resolution fail, any request for Recourse Credits that **SBC ILLINOIS** that is ordered to honor pursuant to an order by the Illinois Commerce Commission or court of competent jurisdiction shall be credited to CLEC on **SBC ILLINOIS**' invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the effective date of such order.

5.2 Where reimbursement is to be made by credit on **SBC ILLINOIS'** invoice to the CLEC, the invoice shall show separately the credit and the reason for it.

5.3 Any disputed request for a Recourse Credit which **SBC ILLINOIS** is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by CLEC or by a court, arbitration panel or other tribunal as a result of a proceeding initiated by CLEC, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by CLEC to the date of payment. Any disputed request for refund or repayment of a Recourse Credit previously provided by **SBC ILLINOIS** which CLEC is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by **SBC ILLINOIS** or by a court, arbitration panel or other tribunal as a result of a proceeding initiated by **SBC ILLINOIS**, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by **SBC ILLINOIS** to the date of payment.

6.0 OBLIGATION TO UPDATE

6.1 If CLEC becomes aware of any inaccuracy or omission in any information that it previously provided to **SBC ILLINOIS** to substantiate Recourse Credit claims, including if such inaccuracy or omission arises from events subsequent to the submission, CLEC shall notify **SBC ILLINOIS** of such inaccuracy or omission within five (5) Business Days of becoming aware of such inaccuracy or omission, and do so on a per-Claim basis. If in light of such inaccuracy or omission, a Recourse Credit(s) made should not or would not have been made under this Appendix, in whole or in part (even if CLEC provided a Customer Credit), **SBC ILLINOIS** may recover the amount of such inappropriate credits on **SBC ILLINOIS'** upon providing CLEC with ten (10) days advance notice. If CLEC fails to dispute such notice within ten (10) days, CLEC shall be deemed to have agreed with **SBC ILLINOIS'** notice and **SBC ILLINOIS** may recover the amount of such inappropriate credits on its next invoice to CLEC. If CLEC disputes such notice, the Parties shall comply with the dispute resolution procedures set forth in the Agreement.

6.2 If **SBC ILLINOIS** denies a Recourse Credit request, in whole or in part, and becomes aware of any inaccuracy or omission in the facts that it relied upon for its decision for that denial, **SBC ILLINOIS** shall notify CLEC of such inaccuracy or omission within five (5) Business Days of becoming aware of such inaccuracy or omission on a per-Claim basis. If such inaccuracy or omission resulted in **SBC ILLINOIS** failing to pay Recourse Credits, in whole or in part, to CLEC that it otherwise should have paid, **SBC ILLINOIS** shall provide such Recourse Credit not less than thirty (30) Business Days after **SBC ILLINOIS** agrees that such Recourse Credit should have been paid.

7.0 RESERVATION OF RIGHTS

7.1 The Parties acknowledge and agree that this Appendix is the result of an Illinois law and Illinois Commerce Commission regulations imposing Illinois-specific requirements and is not entered into to fulfill any Section 251 or 252 requirement or obligation. Ameritech is not admitting that this Appendix or any subject addressed herein is subject to Section 251 or 252, nor is it waiving its rights to take any position with respect to the application of the Section 251/252 process. The parties further acknowledge and agree that this Appendix was therefore agreed upon outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1). (*See* SBC/Ameritech Order in CC Docket No. 98-141, FCC 99-279 at Condition 43, and Note 725). The parties further acknowledge that the entirety of this Appendix and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code, notwithstanding the fact that Section 252(i) does not apply to this Appendix.

7.2 This Appendix provides a mechanism to incorporate the 83 Ill. Admin. Code Section 732.35 and 220 ILCS 5/13-712 Illinois-specific requirements regarding Local Exchange Service Obligations. This Appendix is expressly conditional and is valid and binding only so long as no court or agency has ruled that the provisions of relevant 220 ILCS 5/13-712 or 83 Ill. Admin. Code Section 732.30 are unlawful, or has enjoined the effectiveness, application, or enforcement of those provisions, or has ruled that those provisions do not require all or any part of the provisions provided for in this Appendix. In any such event, the Appendix automatically expires and is no longer available upon and to the extent of any such ruling or injunctive action. In addition, the parties agree to comply with the Intervening Law or Change of Law provisions within the Agreement to amend this Appendix in the event that there is a change in relevant 220 ILCS 5/13-712 or 83 IL Admin. Code requirements.

EXHIBIT RC

Illinois Recourse Credit Claim

Date Submitted:_____

CARRIER NAME:_____ END USER CUSTOMER AFFECTED NAME:_____

CARRIER Billing Account Number:_____ END USER CUSTOMER AFFECTED TEL. NO.:_____

Check Applicable Claim(s) Below and Provide Requested Information

__ **Service Interruption Recourse Credit Claim**

Date/Time Interruption Reported to Company* :_____
Ticket number: _____
Amount of Monthly Charge for Regulated Local Services Rendered Inoperative: $_____
Amount of Credit issued to end user Customer: $_____
Applicable Credit (Check/Circle One): Pro-Rata ____ 1/3____ 2/3____ 100%____
Number of Additional Days _____ @ $20/day ___ OR wireless phone $_____ /day
Requested Recourse Credit: $_____

__ **New Service Installation Charge Credit (Missed Interval)**

Date/Time Carrier Received Application for New Service:
Requested Installation Date:_____
Date/Time Order Received by Company* :_____ Date Installed: _____
Order number: _____
Amount of Regulated Installation Charge Actually Imposed on end-user Customer: $_____
Amount of Credit Issued to end-user Customer: $_____
Applicable Credit (Check/Circle One): 50%_____ 100%_____
Number of Additional Days _____ @ $20/day ___ OR wireless phone $_____ /day
Requested Recourse Credit: $_____

__ **Missed Installation Appointment Recourse Credit**

Date/Window of Missed Scheduled Appointment: ____/___/___ Time: AM ___ PM ___ All Day ___ (Check/Circle One)
Order number: _____
Amount of Credit Issued to end-user Customer: $_____
Requested Recourse Credit: $_____

__ **Missed Repair Appointment Recourse Credit**

Date/Window of Missed Scheduled Appointment: ____/___/____ Time: AM___ PM ___ All Day ___ (Check/Circle One)
Ticket number: _____
Amount of Credit Issued to end-user Customer: $_____
Requested Recourse Credit: $_____

****Brief statement as to how Company* caused the violation of the Local Exchange Service Obligation by the Carrier:**

COMPANY* RESOLUTION/RESPONSE

Company* Contact:

Claim Accepted: _____
Claim Partially Accepted: _____
Claim Rejected-Incomplete: _____
Claim Denied: _____

Recourse Credit Amount: $_____

Explanation of Partially Accepted, Rejected-Incomplete, or Denied Claim:

BY SUBMITTING THIS CREDIT CLAIM TO THE COMPANY*, CARRIER REPRESENTS AND WARRANTS THAT THE AMOUNT OF THE RECOURSE CREDIT DUE THE CARRIER IS ACCURATE AND COMPLETE, BASED ON INFORMATION KNOWN TO THE CARRIER AND INFORMATION THE CARRIER HAS RECEIVED FROM ITS END-USER CUSTOMER.

- "Company" refers to SBC ILLINOIS

AMERITECH
TELEPHONE COMPANY
ILLINOIS
March 17, 2003

Illinois	**VIRTUAL COLLOCATION**				
				RATE	**RATE**
				MONTHLY	**NON-**
COST ELEMENT	**UNIT**	**USOC**		**RECURRING**	**RECURRING**
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	**S8F62**		**$38.28**	
Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8F63**		**$68.90**	
Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	**S8F66**		**$38.28**	
Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8F67**		**$68.90**	
EQUIPMENT BAYS					
Equipment Bay Standard	Per Standard Bay (CLEC Provides)				
Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)				
COMMON SYSTEMS					
Common Systems - Standard Bay	Per Standard Equipment Bay	**S8F64**		**$16.92**	
Common Systems - Non-Standard Bay	Per Non-Standard Bay	**S8F65**		**$30.46**	
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	**NRLJX**			**$672.75**
DC Power Engineering	Per Application	**NRLFU**			**$735.07**
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)				
Power Cable and Infrastructure:					
Power Cable Rack Occupancy	Per Four Power Cables or Quad	**S8F68**		**$0.84**	
20 Amp	Per Four Power Cables or Quad (CLEC Provides)				
40 Amp	Per Four Power Cables or Quad (CLEC Provides)				
50 Amp	Per Four Power Cables or Quad (CLEC Provides)				
Equipment Grounding:					
Ground Cable Placement	Per CLEC Equipment or Cabinet Bay	**S8F69**		**$0.59**	
POWER CONSUMPTION					
DC Power Usage	Per Amp	**S8F78**		**$10.28**	
FIBER CABLE PLACEMENT					
Fiber Cable Placement	Per Fiber Cable Sheath	**S8F79**		**$9.32**	**$2,640.28**
Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**		**$13.94**	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Survey					
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	**NRL1U**			**$504.44**
Project Coordination	Per CLEC Application	**NRL59**			**$3,288.84**
AUGMENT					
Application Processing	Per CLEC Application Augment	**NRL56**			**$375.86**
Project Coordination	Per CLEC Application Augment	**NRL5Z**			**$1,537.03**
TIME SENSITIVE ACTIVITIES					
TRAINING					
Communication Technician	Per 1/2 Hour	**NRLJY**			**$26.14**
C O Manager (LFO)	Per 1/2 Hour	**NRLMO**			**$30.47**
Power Engineer	Per 1/2 Hour	**NRLNQ**			**$42.86**
Equipment Engineer	Per 1/2 Hour	**NRLP6**			**$42.86**
EQUIPMENT MAINTENANCE COST					
Communication Technician (NOC)	Per 1/4 Hour	**NRLVH**			**$13.07**
EQUIPMENT EVALUATION COST					
Equipment Engineer	Per 1/2 Hour	**NRLP7**			**$42.86**
CONSTRUCTION COORDINATION					
Communication Technician	Per 1/2 Hour	**NRLVD**			**$26.14**

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

AMERITECH
TELEPHONE COMPANY
ILLINOIS
March 17, 2003

TEST & ACCEPTANCE						
	Communication Technician	Per 1/2 Hour	**NRLVD**			**$26.14**
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Placement	**NRLWF**			**$1,227.59**
	Cable Installation	Per Arrangement				
	Voice Grade Arrangement	100 Copper Pairs	**S8F82**		**$2.17**	**$196.93**
	Includes Rack & Maintenance-Voice G	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs	**S8F83**		**$2.17**	**$196.93**
	Includes Rack & Maintenance-Voice G	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1	**S8F8X**		**$386.50**	**$6,221.05**
	Includes Rack & Maintenance - DS1 - I	28 DS1				
	DS1 Arrangement - DSX	28 DS1	**S8F8Y**		**$2.35**	**$533.76**
	Includes Rack & Maintenance - DS1 - I	28 DS1				
	DS3 Arrangement - DCS	1 DS3	**S8F8Z**		**$199.37**	**$4,133.32**
	Includes Rack & Maintenance - DS3 - I	1 DS3				
	DS3 Arrangement - DSX	1 DS3	**S8F81**		**$1.08**	**$188.84**
	Includes Rack & Maintenance - DS3 - I	1 DS3				
	4 Fiber Jumper	Per Placement	**S8F84**		**$5.84**	**$152.49**
	Fiber Raceway per 4 Fiber Jumper	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	**NRLWG**			**$970.43**
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F85**		**$0.33**	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	**S8F86**		**$0.22**	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F87**		**$1.41**	
	24 Fiber Cable	Per Placement (CLEC Provides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F88**		**$0.66**	
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	**S8F8W**		**$0.05**	**$17.11**
	Bits Timing	Per two circuits	**S8F7Z**		**$2.34**	**$807.30**

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

ILLINOIS BELL TELEPHONE COMPANY RESALE RATES

March 17, 2003

IL **ACCESS (Recurring)**

RES

Item	Discount
Access Lines MSA1-Area A	19.6%
Access Line MSA1-Area B	12.7%
Access Line MSA1-Area C	9.9%
Access Line Other MSAs-Area C	9.9%
Flat SL Rate Group 1	38.4%
Flat SL Rate Group 2	38.5%
Flat SL Rate Group 3	38.6%
Flat SL Rate Group 4	38.7%
Flat SL Rate Group 5	38.8%
Flat SL Rate Group 6	38.8%
Flat SL Rate Group 7	38.9%
Flat SL Rate Group 8	39.0%
Flat SL Rate Group 9	39.0%
Flat SL Rate Group 10	39.0%
Flat SL Rate Group 11	39.1%
Flat Group 1 Family Plan	39.4%
Flat Group 2 Family Plan	39.5%
Flat Group 3 Family Plan	39.7%
Flat Group 4 Family Plan	39.7%
Flat Group 5 Family Plan	39.8%
Flat Group 6 Family Plan	41.7%
Flat Group 7 Family Plan	40.1%
Flat Group 8 Family Plan	40.3%
Flat Group 9 Family Plan	40.4%
Flat Group 10 Family Plan	40.5%
Flat Group 11 Family Plan	40.7%
Res Direct Line (S. Beloit)	5.2%

BUS

Business Direct Line, Single Line Sub - Area A	20.8%
Business Direct Line, Single Line Sub - Area B	13.8%
Business Direct Line, Single Line Sub - Area C	10.9%
Business Direct Line, Multiline Sub - Area A	20.8%
Business Direct Line, Multiline Sub - Area B	14.1%
Business Direct Line, Multiline Sub - Area C	11.8%
PBX Trunk, Single/Multiline Sub STF NA - Area A	20.8%
PBX Trunk, Single/Multiline Sub STF Applicable - Area A	0.0%
PBX Trunk, Single/Multiline Sub STF NA - Area B	14.1%
PBX Trunk, Single/Multiline Sub STF Applicable - Area B	5.3%
PBX Trunk, Single/Multiline Sub STF NA - Area C	11.8%
PBX Trunk, Single/Multiline Sub STF Applicable - Area C	5.6%
FlexLine Access Area A	20.4%
ServiceTransport Facility, per pair Area A	29.7%
ServiceTransport Facility, per pair Area B	22.8%
ServiceTransport Facility, per pair Area C	20.0%
Flat Rate Group 1	29.1%
Flat Rate Group 2	29.2%

Flat Rate Group 3	29.5%
Flat Rate Group 4	29.6%
Flat Rate Group 5	29.8%
Flat Rate Group 6	30.0%
Flat Rate Group 7	30.2%
Flat Rate Group 8	30.3%
Flat Rate Group 9	26.8%
Flat Rate Group 10	27.0%
Flat Rate Group 11	24.5%
PBX, Flat Rate Group 1	31.1%
PBX, Flat Rate Group 2	31.5%
PBX, Flat Rate Group 3	31.8%
PBX, Flat Rate Group 4	32.0%
PBX, Flat Rate Group 5	32.3%
PBX, Flat Rate Group 6	32.6%
PBX, Flat Rate Group 7	32.9%
PBX, Flat Rate Group 8	33.1%
PBX, Flat Rate Group 9	33.4%
PBX, Flat Rate Group 10	33.7%
PBX, Flat Rate Group 11	33.9%
Bus Direct Line (S. Beloit)	5.7%
FlexLine Access Area A	20.4%
FlexLine Access Area B	20.0%
FlexLine Access Area C	19.2%
STF Pair Complements Area A 100 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 100 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 100 Pair 0-1/4 5yr	14.7%
STF Pair Complements Area A 100 Pair 0-1/4 7yr	14.6%
STF Pair Complements Area A 100 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 100 Pair 1/4-1/2 3yr	15.0%
STF Pair Complements Area A 100 Pair 1/4-1/2 5yr	14.9%
STF Pair Complements Area A 100 Pair 1/4-1/2 7yr	14.9%
STF Pair Complements Area A 200 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 200 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 200 Pair 0-1/4 5yr	14.7%
STF Pair Complements Area A 200 Pair 0-1/4 7yr	14.6%
STF Pair Complements Area A 200 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 200 Pair 1/4-1/2 3yr	14.6%
STF Pair Complements Area A 200 Pair 1/4-1/2 5yr	14.5%
STF Pair Complements Area A 200 Pair 1/4-1/2 7yr	14.4%
STF Pair Complements Area A 200 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 200 Pair 1/2-3/4 3yr	14.6%
STF Pair Complements Area A 200 Pair 1/2-3/4 5yr	14.6%
STF Pair Complements Area A 200 Pair 1/2-3/4 7yr	14.6%
STF Pair Complements Area A 200 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 200 Pair 3/4-1 3yr	14.7%
STF Pair Complements Area A 200 Pair 3/4-1 5yr	14.7%
STF Pair Complements Area A 200 Pair 3/4-1 7yr	14.7%
STF Pair Complements Area A 300 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 300 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 300 Pair 0-1/4 5yr	14.7%
STF Pair Complements Area A 300 Pair 0-1/4 7yr	14.6%

STF Pair Complements Area A 300 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 300 Pair 1/4-1/2 3yr	14.6%
STF Pair Complements Area A 300 Pair 1/4-1/2 5yr	14.4%
STF Pair Complements Area A 300 Pair 1/4-1/2 7yr	14.4%
STF Pair Complements Area A 300 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 300 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 300 Pair 1/2-3/4 5yr	14.4%
STF Pair Complements Area A 300 Pair 1/2-3/4 7yr	14.4%
STF Pair Complements Area A 300 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 300 Pair 3/4-1 3yr	14.5%
STF Pair Complements Area A 300 Pair 3/4-1 5yr	14.5%
STF Pair Complements Area A 300 Pair 3/4-1 7yr	14.4%
STF Pair Complements Area A 300 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 300 Pair 1-1 1/4 3yr	14.6%
STF Pair Complements Area A 300 Pair 1-1 1/4 5yr	14.6%
STF Pair Complements Area A 300 Pair 1-1 1/4 7yr	14.6%
STF Pair Complements Area A 400 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 400 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 400 Pair 0-1/4 5yr	14.6%
STF Pair Complements Area A 400 Pair 0-1/4 7yr	14.6%
STF Pair Complements Area A 400 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 400 Pair 1/4-1/2 3yr	14.6%
STF Pair Complements Area A 400 Pair 1/4-1/2 5yr	14.4%
STF Pair Complements Area A 400 Pair 1/4-1/2 7yr	14.4%
STF Pair Complements Area A 400 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 400 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 400 Pair 1/2-3/4 5yr	14.3%
STF Pair Complements Area A 400 Pair 1/2-3/4 7yr	14.2%
STF Pair Complements Area A 400 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 400 Pair 3/4-1 3yr	14.3%
STF Pair Complements Area A 400 Pair 3/4-1 5yr	14.3%
STF Pair Complements Area A 400 Pair 3/4-1 7yr	14.3%
STF Pair Complements Area A 400 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 400 Pair 1-1 1/4 3yr	14.5%
STF Pair Complements Area A 400 Pair 1-1 1/4 5yr	14.5%
STF Pair Complements Area A 400 Pair 1-1 1/4 7yr	14.4%
STF Pair Complements Area A 400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 400 Pair 1 1/4-1 1/2 3yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/4-1 1/2 5yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/4-1 1/2 7yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 400 Pair 1 1/2-1 3/4 3yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/2-1 3/4 5yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/2-1 3/4 7yr	14.5%
STF Pair Complements Area A 600 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 600 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 600 Pair 0-1/4 5yr	14.6%
STF Pair Complements Area A 600 Pair 0-1/4 7yr	14.5%
STF Pair Complements Area A 600 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 600 Pair 1/4-1/2 3yr	14.6%
STF Pair Complements Area A 600 Pair 1/4-1/2 5yr	14.4%
STF Pair Complements Area A 600 Pair 1/4-1/2 7yr	14.3%

STF Pair Complements Area A 600 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 600 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 600 Pair 1/2-3/4 5yr	14.3%
STF Pair Complements Area A 600 Pair 1/2-3/4 7yr	14.2%
STF Pair Complements Area A 600 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 600 Pair 3/4-1 3yr	14.3%
STF Pair Complements Area A 600 Pair 3/4-1 5yr	14.2%
STF Pair Complements Area A 600 Pair 3/4-1 7yr	14.2%
STF Pair Complements Area A 600 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 600 Pair 1-1 1/4 3yr	14.3%
STF Pair Complements Area A 600 Pair 1-1 1/4 5yr	14.3%
STF Pair Complements Area A 600 Pair 1-1 1/4 7yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 600 Pair 1 1/4-1 1/2 3yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/4-1 1/2 5yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/4-1 1/2 7yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 600 Pair 1 1/2-1 3/4 3yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/2-1 3/4 5yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/2-1 3/4 7yr	14.3%
STF Pair Complements Area A 600 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 600 Pair 1 3/4-2 3yr	14.4%
STF Pair Complements Area A 600 Pair 1 3/4-2 5yr	14.4%
STF Pair Complements Area A 600 Pair 1 3/4-2 7yr	14.4%
STF Pair Complements Area A 600 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 600 Pair 2-2 1/4 3yr	14.4%
STF Pair Complements Area A 600 Pair 2-2 1/4 5yr	14.4%
STF Pair Complements Area A 600 Pair 2-2 1/4 7yr	14.4%
STF Pair Complements Area A 600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 600 Pair 2 1/4-2 1/2 3yr	14.5%
STF Pair Complements Area A 600 Pair 2 1/4-2 1/2 5yr	14.5%
STF Pair Complements Area A 600 Pair 2 1/4-2 1/2 7yr	14.5%
STF Pair Complements Area A 900 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 900 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 900 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 900 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 900 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 900 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 900 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 900 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 900 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 900 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 900 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 900 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 900 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 900 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 900 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 900 Pair 3/4-1 7yr	14.1%
STF Pair Complements Area A 900 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 900 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 900 Pair 1-1 1/4 5yr	14.2%
STF Pair Complements Area A 900 Pair 1-1 1/4 7yr	14.2%

STF Pair Complements Area A 900 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 900 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/4-1 1/2 7yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 900 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/2-1 3/4 5yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/2-1 3/4 7yr	14.2%
STF Pair Complements Area A 900 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 900 Pair 1 3/4-2 3yr	14.2%
STF Pair Complements Area A 900 Pair 1 3/4-2 5yr	14.2%
STF Pair Complements Area A 900 Pair 1 3/4-2 7yr	14.2%
STF Pair Complements Area A 900 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 900 Pair 2-2 1/4 3yr	14.3%
STF Pair Complements Area A 900 Pair 2-2 1/4 5yr	14.3%
STF Pair Complements Area A 900 Pair 2-2 1/4 7yr	14.2%
STF Pair Complements Area A 900 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 900 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Complements Area A 900 Pair 2 1/4-2 1/2 5yr	14.3%
STF Pair Complements Area A 900 Pair 2 1/4-2 1/2 7yr	14.3%
STF Pair Complements Area A 900 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 900 Pair 2 1/2-2 3/4 3yr	14.4%
STF Pair Complements Area A 900 Pair 2 1/2-2 3/4 5yr	14.4%
STF Pair Complements Area A 900 Pair 2 1/2-2 3/4 7yr	14.4%
STF Pair Complements Area A 1200 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 1200 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 1200 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 1200 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 1200 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 1200 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 1200 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 1200 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 1200 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 1200 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 1200 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 1200 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 1200 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 1200 Pair 3/4-1 7yr	14.1%
STF Pair Complements Area A 1200 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 1200 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 1200 Pair 1-1 1/4 7yr	14.1%
STF Pair Complements Area A 1200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 1200 Pair 1 1/4-1 1/2 3yr	20.2%
STF Pair Complements Area A 1200 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 1200 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Complements Area A 1200 Pair 1 1/2-1 3/4 INC	84.2%
STF Pair Complements Area A 1200 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Complements Area A 1200 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 1200 Pair 1 1/2-1 3/4 7yr	14.1%

STF Pair Complements Area A 1200 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 1200 Pair 1 3/4-2 3yr	14.2%
STF Pair Complements Area A 1200 Pair 1 3/4-2 5yr	14.2%
STF Pair Complements Area A 1200 Pair 1 3/4-2 7yr	14.2%
STF Pair Complements Area A 1200 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 2-2 1/4 3yr	14.2%
STF Pair Complements Area A 1200 Pair 2-2 1/4 5yr	14.2%
STF Pair Complements Area A 1200 Pair 2-2 1/4 7yr	14.2%
STF Pair Complements Area A 1200 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 1200 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Complements Area A 1200 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 1200 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Complements Area A 1200 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 2 1/2-2 3/4 3yr	14.4%
STF Pair Complements Area A 1200 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 1200 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Complements Area A 1200 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 1200 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 1200 Pair 2 3/4-3 5yr	14.4%
STF Pair Complements Area A 1200 Pair 2 3/4-3 7yr	14.4%
STF Pair Complements Area A 1200 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 3-3 1/4 3yr	14.5%
STF Pair Complements Area A 1200 Pair 3-3 1/4 5yr	14.5%
STF Pair Complements Area A 1200 Pair 3-3 1/4 7yr	14.5%
STF Pair Complements Area A 1500 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 1500 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 1500 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 1500 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 1500 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 1500 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 1500 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 1500 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 1500 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 1500 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 1500 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 1500 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 1500 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 1500 Pair 3/4-1 7yr	14.0%
STF Pair Complements Area A 1500 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 1500 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 1500 Pair 1-1 1/4 7yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 1500 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/2-1 3/4 7yr	14.1%

STF Pair Complements Area A 1500 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 1500 Pair 1 3/4-2 3yr	14.2%
STF Pair Complements Area A 1500 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 1500 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 1500 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 2-2 1/4 3yr	14.2%
STF Pair Complements Area A 1500 Pair 2-2 1/4 5yr	14.2%
STF Pair Complements Area A 1500 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 1500 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 1500 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 1500 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 1500 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Complements Area A 1500 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 1500 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 1500 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Complements Area A 1500 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 1500 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 1500 Pair 2 3/4-3 5yr	14.4%
STF Pair Complements Area A 1500 Pair 2 3/4-3 7yr	14.4%
STF Pair Complements Area A 1500 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 3-3 1/4 3yr	14.5%
STF Pair Complements Area A 1500 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 1500 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 1500 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 1500 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 1500 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 1500 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Complements Area A 1800 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 1800 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 1800 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 1800 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 1800 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 1800 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 1800 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 1800 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 1800 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 1800 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 1800 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 1800 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 1800 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 1800 Pair 3/4-1 7yr	14.0%
STF Pair Complements Area A 1800 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 1800 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 1800 Pair 1-1 1/4 7yr	14.0%
STF Pair Complements Area A 1800 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 1800 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 1800 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 1800 Pair 1 1/4-1 1/2 7yr	14.1%

STF Pair Complements Area A 1800 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 1800 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 1800 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Complements Area A 1800 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 1800 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 1800 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 1800 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 1800 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 1800 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 1800 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 1800 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 1800 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 1800 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 1800 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Complements Area A 1800 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 1800 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 1800 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 1800 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 1800 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 1800 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 1800 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 1800 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 1800 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 1800 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 1800 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 1800 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 1800 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 1800 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 2100 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 2100 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 2100 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 2100 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 2100 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 2100 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 2100 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 2100 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 2100 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 2100 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 2100 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 2100 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 2100 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 2100 Pair 3/4-1 7yr	14.0%
STF Pair Complements Area A 2100 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 2100 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 2100 Pair 1-1 1/4 7yr	14.0%

STF Pair Complements Area A 2100 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 2100 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Complements Area A 2100 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 2100 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Complements Area A 2100 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 2100 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 2100 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Complements Area A 2100 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 2100 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 2100 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 2100 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 2100 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 2100 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 2100 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 2100 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 2100 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 2100 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Complements Area A 2100 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 2100 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 2100 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Complements Area A 2100 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 2100 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 2100 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 2100 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 2100 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 2100 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 2100 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 2100 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 2100 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 2100 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 2100 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 2100 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 2400 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 2400 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 2400 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 2400 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 2400 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 2400 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 2400 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 2400 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 2400 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 2400 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 2400 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 2400 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 2400 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 2400 Pair 3/4-1 7yr	14.1%

STF Pair Complements Area A 2400 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 2400 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 2400 Pair 1-1 1/4 7yr	14.0%
STF Pair Complements Area A 2400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 2400 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 2400 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 2400 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Complements Area A 2400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 2400 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 2400 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Complements Area A 2400 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 2400 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 2400 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 2400 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 2400 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 2-2 1/4 3yr	14.2%
STF Pair Complements Area A 2400 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 2400 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 2400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 2400 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 2400 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 2400 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 2400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 2400 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 2400 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 2400 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 2400 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 2400 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 2400 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 2400 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 2400 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 2400 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 2400 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 2400 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 2400 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 2400 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 2700 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 2700 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 2700 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 2700 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 2700 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 2700 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 2700 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 2700 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 2700 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 2700 Pair 1/2-3/4 7yr	14.1%

STF Pair Complements Area A 2700 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 2700 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 2700 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 2700 Pair 3/4-1 7yr	14.0%
STF Pair Complements Area A 2700 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 2700 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 2700 Pair 1-1 1/4 7yr	14.0%
STF Pair Complements Area A 2700 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 2700 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Complements Area A 2700 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 2700 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Complements Area A 2700 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 2700 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 2700 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Complements Area A 2700 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 2700 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 2700 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 2700 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 2700 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 2700 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 2700 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 2700 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 2700 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 2700 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 2700 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 2700 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 2700 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 2700 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 2700 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 2700 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 2700 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 2700 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 2700 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 2700 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 2700 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 2700 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 2700 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 2700 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 2700 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 2700 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Complements Area A 2700 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Complements Area A 2700 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Complements Area A 3000 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 3000 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 3000 Pair 0-1/4 7yr	14.4%

STF Pair Complements Area A 3000 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 3000 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 3000 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 3000 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 3000 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 3000 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 3000 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 3000 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 3000 Pair 3/4-1 3yr	14.3%
STF Pair Complements Area A 3000 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 3000 Pair 3/4-1 7yr	14.1%
STF Pair Complements Area A 3000 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 3000 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 3000 Pair 1-1 1/4 7yr	14.0%
STF Pair Complements Area A 3000 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 3000 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 3000 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 3000 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Complements Area A 3000 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 3000 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 3000 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Complements Area A 3000 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 3000 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 3000 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 3000 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 3000 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 3000 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 3000 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 3000 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 3000 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 3000 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Complements Area A 3000 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 3000 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 3000 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Complements Area A 3000 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 3000 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 3000 Pair 2 3/4-3 3yr	14.3%
STF Pair Complements Area A 3000 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 3000 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 3000 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 3000 Pair 3-3 1/4 5yr	14.3%
STF Pair Complements Area A 3000 Pair 3-3 1/4 7yr	14.3%
STF Pair Complements Area A 3000 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 3000 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 3000 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Complements Area A 3000 Pair 3 1/4-3 1/2 7yr	14.4%

STF Pair Complements Area A 3000 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Complements Area A 3000 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Complements Area A 3000 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Complements Area A 3600 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 3600 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 3600 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 3600 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 3600 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 3600 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 3600 Pair 1/4-1/2 7yr	14.3%
STF Pair Complements Area A 3600 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 3600 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 3600 Pair 1/2-3/4 7yr	14.2%
STF Pair Complements Area A 3600 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 3600 Pair 3/4-1 3yr	14.3%
STF Pair Complements Area A 3600 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 3600 Pair 3/4-1 7yr	14.1%
STF Pair Complements Area A 3600 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 1-1 1/4 3yr	14.3%
STF Pair Complements Area A 3600 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 3600 Pair 1-1 1/4 7yr	14.1%
STF Pair Complements Area A 3600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 3600 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 3600 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Complements Area A 3600 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Complements Area A 3600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 3600 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 3600 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Complements Area A 3600 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 3600 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 3600 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 3600 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 3600 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 3600 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 3600 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 3600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 3600 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 3600 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Complements Area A 3600 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 3600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 3600 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Complements Area A 3600 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 3600 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 3600 Pair 2 3/4-3 3yr	14.3%
STF Pair Complements Area A 3600 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 3600 Pair 2 3/4-3 7yr	14.3%

STF Pair Complements Area A 3600 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 3600 Pair 3-3 1/4 5yr	14.3%
STF Pair Complements Area A 3600 Pair 3-3 1/4 7yr	14.3%
STF Pair Complements Area A 3600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 3600 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 3600 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Complements Area A 3600 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 3600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Complements Area A 3600 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Complements Area A 3600 Pair 3 1/2-3 3/4 7yr	14.4%
STF Pair Compliments Area B 0-1/4 INC	84.1%
STF Pair Compliments Area B 100 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 100 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area B 100 Pair 0-1/4 7yr	14.7%
STF Pair Compliments Area B 100 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 100 Pair 1/4-1/2 3yr	14.8%
STF Pair Compliments Area B 100 Pair 1/4-1/2 5yr	14.8%
STF Pair Compliments Area B 100 Pair 1/4-1/2 7yr	14.8%
STF Pair Compliments Area B 100 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 100 Pair 1/2-3/4 3yr	15.0%
STF Pair Compliments Area B 100 Pair 1/2-3/4 5yr	15.0%
STF Pair Compliments Area B 100 Pair 1/2-3/4 7yr	15.0%
STF Pair Compliments Area B 100 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 100 Pair 3/4-1 3yr	15.1%
STF Pair Compliments Area B 100 Pair 3/4-1 5yr	15.1%
STF Pair Compliments Area B 100 Pair 3/4-1 7yr	15.1%
STF Pair Compliments Area B 200 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 200 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 200 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area B 200 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area B 200 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 200 Pair 1/4-1/2 3yr	14.6%
STF Pair Compliments Area B 200 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area B 200 Pair 1/4-1/2 7yr	14.4%
STF Pair Compliments Area B 200 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 200 Pair 1/2-3/4 3yr	14.5%
STF Pair Compliments Area B 200 Pair 1/2-3/4 5yr	14.5%
STF Pair Compliments Area B 200 Pair 1/2-3/4 7yr	14.5%
STF Pair Compliments Area B 200 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 200 Pair 3/4-1 3yr	14.6%
STF Pair Compliments Area B 200 Pair 3/4-1 5yr	14.6%
STF Pair Compliments Area B 200 Pair 3/4-1 7yr	14.5%
STF Pair Compliments Area B 200 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 200 Pair 1-1 1/4 3yr	14.9%
STF Pair Compliments Area B 200 Pair 1-1 1/4 5yr	14.9%
STF Pair Compliments Area B 200 Pair 1-1 1/4 7yr	14.8%
STF Pair Compliments Area B 200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 200 Pair 1 1/4-1 1/2 3yr	14.9%
STF Pair Compliments Area B 200 Pair 1 1/4-1 1/2 5yr	14.9%
STF Pair Compliments Area B 200 Pair 1 1/4-1 1/2 7yr	14.9%

STF Pair Compliments Area B 200 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 200 Pair 1 1/2-1 3/4 3yr	14.9%
STF Pair Compliments Area B 200 Pair 1 1/2-1 3/4 5yr	14.9%
STF Pair Compliments Area B 200 Pair 1 1/2-1 3/4 7yr	14.9%
STF Pair Compliments Area B 300 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 300 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area B 300 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area B 300 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 300 Pair 1/4-1/2 3yr	14.6%
STF Pair Compliments Area B 300 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area B 300 Pair 1/4-1/2 7yr	14.3%
STF Pair Compliments Area B 300 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 1/2-3/4 3yr	14.4%
STF Pair Compliments Area B 300 Pair 1/2-3/4 5yr	14.3%
STF Pair Compliments Area B 300 Pair 1/2-3/4 7yr	14.3%
STF Pair Compliments Area B 300 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 300 Pair 3/4-1 3yr	14.3%
STF Pair Compliments Area B 300 Pair 3/4-1 5yr	14.3%
STF Pair Compliments Area B 300 Pair 3/4-1 7yr	14.3%
STF Pair Compliments Area B 300 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 1-1 1/4 3yr	14.5%
STF Pair Compliments Area B 300 Pair 1-1 1/4 5yr	14.5%
STF Pair Compliments Area B 300 Pair 1-1 1/4 7yr	14.5%
STF Pair Compliments Area B 300 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 300 Pair 1 1/4-1 1/2 3yr	14.6%
STF Pair Compliments Area B 300 Pair 1 1/4-1 1/2 5yr	14.6%
STF Pair Compliments Area B 300 Pair 1 1/4-1 1/2 7yr	14.5%
STF Pair Compliments Area B 300 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 1 1/2-1 3/4 3yr	14.6%
STF Pair Compliments Area B 300 Pair 1 1/2-1 3/4 5yr	14.6%
STF Pair Compliments Area B 300 Pair 1 1/2-1 3/4 7yr	14.6%
STF Pair Compliments Area B 300 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 300 Pair 1 3/4-2 3yr	14.7%
STF Pair Compliments Area B 300 Pair 1 3/4-2 5yr	14.7%
STF Pair Compliments Area B 300 Pair 1 3/4-2 7yr	14.7%
STF Pair Compliments Area B 300 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 2-2 1/4 3yr	14.8%
STF Pair Compliments Area B 300 Pair 2-2 1/4 5yr	14.8%
STF Pair Compliments Area B 300 Pair 2-2 1/4 7yr	14.7%
STF Pair Compliments Area B 300 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 300 Pair 2 1/4-2 1/2 3yr	14.9%
STF Pair Compliments Area B 300 Pair 2 1/4-2 1/2 5yr	14.9%
STF Pair Compliments Area B 300 Pair 2 1/4-2 1/2 7yr	14.8%
STF Pair Compliments Area B 400 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 400 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area B 400 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area B 400 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 400 Pair 1/4-1/2 3yr	14.6%
STF Pair Compliments Area B 400 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area B 400 Pair 1/4-1/2 7yr	14.3%

STF Pair Compliments Area B 400 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 1/2-3/4 3yr	14.4%
STF Pair Compliments Area B 400 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 400 Pair 1/2-3/4 7yr	14.2%
STF Pair Compliments Area B 400 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 400 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 400 Pair 3/4-1 5yr	14.2%
STF Pair Compliments Area B 400 Pair 3/4-1 7yr	14.2%
STF Pair Compliments Area B 400 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 1-1 1/4 3yr	14.4%
STF Pair Compliments Area B 400 Pair 1-1 1/4 5yr	14.4%
STF Pair Compliments Area B 400 Pair 1-1 1/4 7yr	14.4%
STF Pair Compliments Area B 400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 400 Pair 1 1/4-1 1/2 3yr	14.4%
STF Pair Compliments Area B 400 Pair 1 1/4-1 1/2 5yr	14.4%
STF Pair Compliments Area B 400 Pair 1 1/4-1 1/2 7yr	14.4%
STF Pair Compliments Area B 400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 1 1/2-1 3/4 3yr	14.5%
STF Pair Compliments Area B 400 Pair 1 1/2-1 3/4 5yr	14.5%
STF Pair Compliments Area B 400 Pair 1 1/2-1 3/4 7yr	14.4%
STF Pair Compliments Area B 400 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 400 Pair 1 3/4-2 3yr	14.6%
STF Pair Compliments Area B 400 Pair 1 3/4-2 5yr	14.6%
STF Pair Compliments Area B 400 Pair 1 3/4-2 7yr	14.5%
STF Pair Compliments Area B 400 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 2-2 1/4 3yr	14.6%
STF Pair Compliments Area B 400 Pair 2-2 1/4 5yr	14.6%
STF Pair Compliments Area B 400 Pair 2-2 1/4 7yr	14.6%
STF Pair Compliments Area B 400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 400 Pair 2 1/4-2 1/2 3yr	14.7%
STF Pair Compliments Area B 400 Pair 2 1/4-2 1/2 5yr	14.7%
STF Pair Compliments Area B 400 Pair 2 1/4-2 1/2 7yr	14.7%
STF Pair Compliments Area B 400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 2 1/2-2 3/4 3yr	14.8%
STF Pair Compliments Area B 400 Pair 2 1/2-2 3/4 5yr	14.8%
STF Pair Compliments Area B 400 Pair 2 1/2-2 3/4 7yr	14.8%
STF Pair Compliments Area B 400 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 400 Pair 2 3/4-3 3yr	15.0%
STF Pair Compliments Area B 400 Pair 2 3/4-3 5yr	15.0%
STF Pair Compliments Area B 400 Pair 2 3/4-3 7yr	14.9%
STF Pair Compliments Area B 600 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 600 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area B 600 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area B 600 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 600 Pair 1/4-1/2 3yr	14.6%
STF Pair Compliments Area B 600 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area B 600 Pair 1/4-1/2 7yr	14.3%
STF Pair Compliments Area B 600 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 1/2-3/4 3yr	14.4%
STF Pair Compliments Area B 600 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 600 Pair 1/2-3/4 7yr	14.2%

STF Pair Compliments Area B 600 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 600 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 600 Pair 3/4-1 5yr	14.1%
STF Pair Compliments Area B 600 Pair 3/4-1 7yr	14.1%
STF Pair Compliments Area B 600 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 600 Pair 1-1 1/4 5yr	14.2%
STF Pair Compliments Area B 600 Pair 1-1 1/4 7yr	14.2%
STF Pair Compliments Area B 600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 600 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Compliments Area B 600 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Compliments Area B 600 Pair 1 1/4-1 1/2 7yr	14.2%
STF Pair Compliments Area B 600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 1 1/2-1 3/4 3yr	14.3%
STF Pair Compliments Area B 600 Pair 1 1/2-1 3/4 5yr	14.3%
STF Pair Compliments Area B 600 Pair 1 1/2-1 3/4 7yr	14.3%
STF Pair Compliments Area B 600 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 600 Pair 1 3/4-2 3yr	14.4%
STF Pair Compliments Area B 600 Pair 1 3/4-2 5yr	14.4%
STF Pair Compliments Area B 600 Pair 1 3/4-2 7yr	14.4%
STF Pair Compliments Area B 600 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 2-2 1/4 3yr	14.4%
STF Pair Compliments Area B 600 Pair 2-2 1/4 5yr	14.4%
STF Pair Compliments Area B 600 Pair 2-2 1/4 7yr	14.4%
STF Pair Compliments Area B 600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 600 Pair 2 1/4-2 1/2 3yr	14.5%
STF Pair Compliments Area B 600 Pair 2 1/4-2 1/2 5yr	14.5%
STF Pair Compliments Area B 600 Pair 2 1/4-2 1/2 7yr	14.5%
STF Pair Compliments Area B 600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 2 1/2-2 3/4 3yr	14.6%
STF Pair Compliments Area B 600 Pair 2 1/2-2 3/4 5yr	14.6%
STF Pair Compliments Area B 600 Pair 2 1/2-2 3/4 7yr	14.6%
STF Pair Compliments Area B 600 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 600 Pair 2 3/4-3 3yr	14.7%
STF Pair Compliments Area B 600 Pair 2 3/4-3 5yr	14.7%
STF Pair Compliments Area B 600 Pair 2 3/4-3 7yr	14.7%
STF Pair Compliments Area B 600 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 3-3 1/4 3yr	14.8%
STF Pair Compliments Area B 600 Pair 3-3 1/4 5yr	14.8%
STF Pair Compliments Area B 600 Pair 3-3 1/4 7yr	14.8%
STF Pair Compliments Area B 600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 600 Pair 3 1/4-3 1/2 3yr	15.0%
STF Pair Compliments Area B 600 Pair 3 1/4-3 1/2 5yr	14.9%
STF Pair Compliments Area B 600 Pair 3 1/4-3 1/2 7yr	14.9%
STF Pair Compliments Area B 600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 3 1/2-3 3/4 3yr	15.1%
STF Pair Compliments Area B 600 Pair 3 1/2-3 3/4 5yr	15.1%
STF Pair Compliments Area B 600 Pair 3 1/2-3 3/4 7yr	15.0%
STF Pair Compliments Area B 900 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 900 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 900 Pair 0-1/4 7yr	14.4%

STF Pair Compliments Area B 900 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 900 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area B 900 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 900 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 900 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 900 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 900 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 900 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 900 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 900 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 900 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 900 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 900 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 900 Pair 1-1 1/4 7yr	14.1%
STF Pair Compliments Area B 900 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 900 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 900 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Compliments Area B 900 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Compliments Area B 900 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Compliments Area B 900 Pair 1 1/2-1 3/4 5yr	14.2%
STF Pair Compliments Area B 900 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area B 900 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 900 Pair 1 3/4-2 3yr	14.3%
STF Pair Compliments Area B 900 Pair 1 3/4-2 5yr	14.2%
STF Pair Compliments Area B 900 Pair 1 3/4-2 7yr	14.2%
STF Pair Compliments Area B 900 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 2-2 1/4 3yr	14.3%
STF Pair Compliments Area B 900 Pair 2-2 1/4 5yr	14.3%
STF Pair Compliments Area B 900 Pair 2-2 1/4 7yr	14.3%
STF Pair Compliments Area B 900 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 900 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Compliments Area B 900 Pair 2 1/4-2 1/2 5yr	14.3%
STF Pair Compliments Area B 900 Pair 2 1/4-2 1/2 7yr	14.3%
STF Pair Compliments Area B 900 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 2 1/2-2 3/4 3yr	14.5%
STF Pair Compliments Area B 900 Pair 2 1/2-2 3/4 5yr	14.4%
STF Pair Compliments Area B 900 Pair 2 1/2-2 3/4 7yr	14.4%
STF Pair Compliments Area B 900 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 900 Pair 2 3/4-3 3yr	14.5%
STF Pair Compliments Area B 900 Pair 2 3/4-3 5yr	14.5%
STF Pair Compliments Area B 900 Pair 2 3/4-3 7yr	14.5%
STF Pair Compliments Area B 900 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 3-3 1/4 3yr	14.6%
STF Pair Compliments Area B 900 Pair 3-3 1/4 5yr	14.6%
STF Pair Compliments Area B 900 Pair 3-3 1/4 7yr	14.6%
STF Pair Compliments Area B 900 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 900 Pair 3 1/4-3 1/2 3yr	14.7%
STF Pair Compliments Area B 900 Pair 3 1/4-3 1/2 5yr	14.7%
STF Pair Compliments Area B 900 Pair 3 1/4-3 1/2 7yr	14.7%

STF Pair Compliments Area B 900 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 3 1/2-3 3/4 3yr	14.8%
STF Pair Compliments Area B 900 Pair 3 1/2-3 3/4 5yr	14.8%
STF Pair Compliments Area B 900 Pair 3 1/2-3 3/4 7yr	14.8%
STF Pair Compliments Area B 900 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 900 Pair 3 3/4-4 3yr	14.9%
STF Pair Compliments Area B 900 Pair 3 3/4-4 5yr	14.9%
STF Pair Compliments Area B 900 Pair 3 3/4-4 7yr	14.9%
STF Pair Compliments Area B 900 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 4-4 1/4 3yr	15.0%
STF Pair Compliments Area B 900 Pair 4-4 1/4 5yr	14.9%
STF Pair Compliments Area B 900 Pair 4-4 1/4 7yr	14.9%
STF Pair Compliments Area B 1200 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 1200 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 1200 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 1200 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 1200 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 1200 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 1200 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 1200 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 1200 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 1200 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 1200 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 1200 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 1200 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 1200 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 1200 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 1200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1 3/4-2 3yr	14.2%
STF Pair Compliments Area B 1200 Pair 1 3/4-2 5yr	14.2%
STF Pair Compliments Area B 1200 Pair 1 3/4-2 7yr	14.2%
STF Pair Compliments Area B 1200 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 2-2 1/4 3yr	14.2%
STF Pair Compliments Area B 1200 Pair 2-2 1/4 5yr	14.2%
STF Pair Compliments Area B 1200 Pair 2-2 1/4 7yr	14.2%
STF Pair Compliments Area B 1200 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Compliments Area B 1200 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 1200 Pair 2 1/4-2 1/2 7yr	14.2%

STF Pair Compliments Area B 1200 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 2 1/2-2 3/4 3yr	14.4%
STF Pair Compliments Area B 1200 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 1200 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Compliments Area B 1200 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 1200 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 1200 Pair 2 3/4-3 5yr	14.4%
STF Pair Compliments Area B 1200 Pair 2 3/4-3 7yr	14.4%
STF Pair Compliments Area B 1200 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3-3 1/4 3yr	14.5%
STF Pair Compliments Area B 1200 Pair 3-3 1/4 5yr	14.5%
STF Pair Compliments Area B 1200 Pair 3-3 1/4 7yr	14.5%
STF Pair Compliments Area B 1200 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3 1/4-3 1/2 3yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 1/4-3 1/2 5yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 1/4-3 1/2 7yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3 1/2-3 3/4 3yr	14.7%
STF Pair Compliments Area B 1200 Pair 3 1/2-3 3/4 5yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 1/2-3 3/4 7yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3 3/4-4 3yr	14.8%
STF Pair Compliments Area B 1200 Pair 3 3/4-4 5yr	14.7%
STF Pair Compliments Area B 1200 Pair 3 3/4-4 7yr	14.7%
STF Pair Compliments Area B 1200 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 4-4 1/4 3yr	14.8%
STF Pair Compliments Area B 1200 Pair 4-4 1/4 5yr	14.8%
STF Pair Compliments Area B 1200 Pair 4-4 1/4 7yr	14.8%
STF Pair Compliments Area B 1500 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 1500 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 1500 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 1500 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 1500 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 1500 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 1500 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 1500 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 1500 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 1500 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 1500 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 1500 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area B 1500 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 1500 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 1500 Pair 1 1/4-1 1/2 7yr	14.0%

STF Pair Compliments Area B 1500 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1 3/4-2 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 1500 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 2-2 1/4 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 2-2 1/4 5yr	14.2%
STF Pair Compliments Area B 1500 Pair 2-2 1/4 7yr	14.2%
STF Pair Compliments Area B 1500 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 1500 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area B 1500 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 1500 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 1500 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Compliments Area B 1500 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 1500 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 1500 Pair 2 3/4-3 5yr	14.4%
STF Pair Compliments Area B 1500 Pair 2 3/4-3 7yr	14.4%
STF Pair Compliments Area B 1500 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3-3 1/4 3yr	14.5%
STF Pair Compliments Area B 1500 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 1500 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 1500 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 1500 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 1500 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Compliments Area B 1500 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 1500 Pair 3 1/2-3 3/4 5yr	14.6%
STF Pair Compliments Area B 1500 Pair 3 1/2-3 3/4 7yr	14.6%
STF Pair Compliments Area B 1500 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 1500 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 1500 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area B 1500 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 4-4 1/4 3yr	14.8%
STF Pair Compliments Area B 1500 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 1500 Pair 4-4 1/4 7yr	14.7%
STF Pair Compliments Area B 1800 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 1800 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 1800 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 1800 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 1800 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 1800 Pair 1/4-1/2 7yr	14.2%

STF Pair Compliments Area B 1800 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 1800 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 1800 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 1800 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 1800 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 1800 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 1800 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 1800 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 1800 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 1800 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 1800 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 1800 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 1800 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 1800 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 1800 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 1800 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 1800 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 1800 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 1800 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area B 1800 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 1800 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 1800 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Compliments Area B 1800 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 1800 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 1800 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 1800 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 1800 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 1800 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 1800 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 1800 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 1800 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 1800 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Compliments Area B 1800 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 1800 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 1800 Pair 3 1/2-3 3/4 7yr	14.5%

STF Pair Compliments Area B 1800 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 1800 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 1800 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area B 1800 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 1800 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 1800 Pair 4-4 1/4 7yr	14.7%
STF Pair Compliments Area B 2100 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 2100 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 2100 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 2100 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area B 2100 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 2100 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 2100 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 2100 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 2100 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 2100 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 2100 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 2100 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 2100 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 2100 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area B 2100 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 2100 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 2100 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 2100 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 2100 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 2100 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 2100 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 2100 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 2100 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 2100 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area B 2100 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 2100 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 2100 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 2100 Pair 2 1/2-2 3/4 7yr	14.2%

STF Pair Compliments Area B 2100 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 2100 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 2100 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 2100 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 2100 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 2100 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 2100 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 2100 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 2100 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 2100 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Compliments Area B 2100 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 2100 Pair 3 1/2-3 3/4 5yr	14.6%
STF Pair Compliments Area B 2100 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area B 2100 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 2100 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 2100 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area B 2100 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 2100 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 2100 Pair 4-4 1/4 7yr	14.7%
STF Pair Compliments Area B 2400 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 2400 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 2400 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 2400 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 2400 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 2400 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 2400 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 2400 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 2400 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 2400 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 2400 Pair 3/4-1 5yr	14.1%
STF Pair Compliments Area B 2400 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 2400 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 2400 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 2400 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 2400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 2400 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 2400 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 2400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 2400 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 2400 Pair 1 1/2-1 3/4 7yr	14.0%

STF Pair Compliments Area B 2400 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 2400 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 2400 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 2400 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 2400 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 2400 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 2400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 2400 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 2400 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 2400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 2400 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 2400 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area B 2400 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 2400 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 2400 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 2400 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 2400 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 2400 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 2400 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 2400 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 2400 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 2400 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area B 2400 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 2400 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 2400 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area B 2400 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 2400 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 2400 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area B 2400 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 4-4 1/4 3yr	14.8%
STF Pair Compliments Area B 2400 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 2400 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area B 2700 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 2700 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 2700 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 2700 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area B 2700 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 2700 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 2700 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 2700 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 2700 Pair 1/2-3/4 7yr	14.1%

STF Pair Compliments Area B 2700 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 2700 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 2700 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 2700 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 2700 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area B 2700 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 2700 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 2700 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 2700 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 2700 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 2700 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 2700 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 2700 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 2700 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 2700 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 2700 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 2700 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 2700 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 2700 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area B 2700 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 2700 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 2700 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 2700 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 2700 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 2700 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 2700 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 2700 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 2700 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 2700 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area B 2700 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 2700 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 2700 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area B 2700 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 2700 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 2700 Pair 3 3/4-4 7yr	14.6%

STF Pair Compliments Area B 2700 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 2700 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 2700 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area B 3000 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 3000 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 3000 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 3000 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 3000 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 3000 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 3000 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 3000 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 3000 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 3000 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 3000 Pair 3/4-1 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 3000 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 3000 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 3000 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 3000 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 1 3/4-2 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 3000 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 3000 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 3000 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 3000 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 3000 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area B 3000 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area B 3000 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 3000 Pair 2 3/4-3 3yr	14.3%
STF Pair Compliments Area B 3000 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 3000 Pair 2 3/4-3 7yr	14.3%

STF Pair Compliments Area B 3000 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 3000 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area B 3000 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area B 3000 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 3000 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area B 3000 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area B 3000 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 3000 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 3000 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area B 3000 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area B 3000 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 3000 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area B 3000 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 3000 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area B 3000 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area B 3600 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 0-1/4 3yr	14.8%
STF Pair Compliments Area B 3600 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 3600 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 3600 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 3600 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 3600 Pair 1/4-1/2 7yr	14.3%
STF Pair Compliments Area B 3600 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1/2-3/4 3yr	14.4%
STF Pair Compliments Area B 3600 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 3600 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 3600 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 3600 Pair 3/4-1 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 3600 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 3600 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 1-1 1/4 7yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Compliments Area B 3600 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 3600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 3600 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 3600 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 3/4-2 7yr	14.0%

STF Pair Compliments Area B 3600 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 3600 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 3600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 3600 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 3600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 3600 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area B 3600 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area B 3600 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 3600 Pair 2 3/4-3 3yr	14.3%
STF Pair Compliments Area B 3600 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 3600 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 3600 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 3600 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area B 3600 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area B 3600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 3600 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area B 3600 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area B 3600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area B 3600 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 3600 Pair 3 1/2-3 3/4 7yr	14.4%
STF Pair Compliments Area B 3600 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area B 3600 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area B 3600 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area B 3600 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 3600 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area B 3600 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 100 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 100 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area C 100 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area C 100 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area C 100 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 100 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 100 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area C 100 Pair 1/4-1/2 7yr	14.4%
STF Pair Compliments Area C 100 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 100 Pair 1/2-3/4 3yr	14.5%
STF Pair Compliments Area C 100 Pair 1/2-3/4 5yr	14.5%
STF Pair Compliments Area C 100 Pair 1/2-3/4 7yr	14.5%
STF Pair Compliments Area C 100 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 100 Pair 3/4-1 3yr	14.6%
STF Pair Compliments Area C 100 Pair 3/4-1 5yr	14.5%
STF Pair Compliments Area C 100 Pair 3/4-1 7yr	14.5%

STF Pair Compliments Area C 100 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 100 Pair 1-1 1/4 3yr	14.8%
STF Pair Compliments Area C 100 Pair 1-1 1/4 5yr	14.7%
STF Pair Compliments Area C 100 Pair 1-1 1/4 7yr	14.7%
STF Pair Compliments Area C 100 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 100 Pair 1 1/4-1 1/2 3yr	14.8%
STF Pair Compliments Area C 100 Pair 1 1/4-1 1/2 5yr	14.8%
STF Pair Compliments Area C 100 Pair 1 1/4-1 1/2 7yr	14.8%
STF Pair Compliments Area C 100 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 100 Pair 1 1/2-1 3/4 3yr	15.1%
STF Pair Compliments Area C 100 Pair 1 1/2-1 3/4 5yr	15.1%
STF Pair Compliments Area C 100 Pair 1 1/2-1 3/4 7yr	15.0%
STF Pair Compliments Area C 200 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area C 200 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area C 200 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area C 200 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 200 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area C 200 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area C 200 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area C 200 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 200 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area C 200 Pair 1/2-3/4 7yr	14.2%
STF Pair Compliments Area C 200 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 200 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area C 200 Pair 3/4-1 5yr	14.2%
STF Pair Compliments Area C 200 Pair 3/4-1 7yr	14.2%
STF Pair Compliments Area C 200 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 1-1 1/4 3yr	14.4%
STF Pair Compliments Area C 200 Pair 1-1 1/4 5yr	14.3%
STF Pair Compliments Area C 200 Pair 1-1 1/4 7yr	14.3%
STF Pair Compliments Area C 200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 200 Pair 1 1/4-1 1/2 3yr	14.4%
STF Pair Compliments Area C 200 Pair 1 1/4-1 1/2 5yr	14.4%
STF Pair Compliments Area C 200 Pair 1 1/4-1 1/2 7yr	14.4%
STF Pair Compliments Area C 200 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 1 1/2-1 3/4 3yr	14.6%
STF Pair Compliments Area C 200 Pair 1 1/2-1 3/4 5yr	14.6%
STF Pair Compliments Area C 200 Pair 1 1/2-1 3/4 7yr	14.6%
STF Pair Compliments Area C 200 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 200 Pair 1 3/4-2 3yr	14.7%
STF Pair Compliments Area C 200 Pair 1 3/4-2 5yr	14.7%
STF Pair Compliments Area C 200 Pair 1 3/4-2 7yr	14.7%
STF Pair Compliments Area C 200 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 2-2 1/4 3yr	14.7%
STF Pair Compliments Area C 200 Pair 2-2 1/4 5yr	14.7%
STF Pair Compliments Area C 200 Pair 2-2 1/4 7yr	14.7%
STF Pair Compliments Area C 200 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 200 Pair 2 1/4-2 1/2 3yr	14.8%
STF Pair Compliments Area C 200 Pair 2 1/4-2 1/2 5yr	14.8%
STF Pair Compliments Area C 200 Pair 2 1/4-2 1/2 7yr	14.8%

STF Pair Compliments Area C 200 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 2 1/2-2 3/4 3yr	15.0%
STF Pair Compliments Area C 200 Pair 2 1/2-2 3/4 5yr	15.0%
STF Pair Compliments Area C 200 Pair 2 1/2-2 3/4 7yr	15.0%
STF Pair Compliments Area C 200 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 200 Pair 2 3/4-3 3yr	15.1%
STF Pair Compliments Area C 200 Pair 2 3/4-3 5yr	15.1%
STF Pair Compliments Area C 200 Pair 2 3/4-3 7yr	15.1%
STF Pair Compliments Area C 200 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 3-3 1/4 3yr	15.2%
STF Pair Compliments Area C 200 Pair 3-3 1/4 5yr	15.2%
STF Pair Compliments Area C 200 Pair 3-3 1/4 7yr	15.2%
STF Pair Compliments Area C 300 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 0-1/4 3yr	14.8%
STF Pair Compliments Area C 300 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area C 300 Pair 0-1/4 7yr	14.5%
STF Pair Compliments Area C 300 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 300 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area C 300 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area C 300 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area C 300 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 300 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area C 300 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area C 300 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 300 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 300 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area C 300 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area C 300 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area C 300 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area C 300 Pair 1-1 1/4 7yr	14.1%
STF Pair Compliments Area C 300 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 300 Pair 1 1/4-1 1/2 3yr	14.3%
STF Pair Compliments Area C 300 Pair 1 1/4-1 1/2 5yr	14.3%
STF Pair Compliments Area C 300 Pair 1 1/4-1 1/2 7yr	14.3%
STF Pair Compliments Area C 300 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 1 1/2-1 3/4 3yr	14.4%
STF Pair Compliments Area C 300 Pair 1 1/2-1 3/4 5yr	14.4%
STF Pair Compliments Area C 300 Pair 1 1/2-1 3/4 7yr	14.4%
STF Pair Compliments Area C 300 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 300 Pair 1 3/4-2 3yr	14.5%
STF Pair Compliments Area C 300 Pair 1 3/4-2 5yr	14.5%
STF Pair Compliments Area C 300 Pair 1 3/4-2 7yr	14.5%
STF Pair Compliments Area C 300 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 2-2 1/4 3yr	14.5%
STF Pair Compliments Area C 300 Pair 2-2 1/4 5yr	14.5%
STF Pair Compliments Area C 300 Pair 2-2 1/4 7yr	14.5%
STF Pair Compliments Area C 300 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 300 Pair 2 1/4-2 1/2 3yr	14.6%
STF Pair Compliments Area C 300 Pair 2 1/4-2 1/2 5yr	14.6%
STF Pair Compliments Area C 300 Pair 2 1/4-2 1/2 7yr	14.6%

STF Pair Compliments Area C 300 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 2 1/2-2 3/4 3yr	14.7%
STF Pair Compliments Area C 300 Pair 2 1/2-2 3/4 5yr	14.7%
STF Pair Compliments Area C 300 Pair 2 1/2-2 3/4 7yr	14.7%
STF Pair Compliments Area C 300 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 300 Pair 2 3/4-3 3yr	14.9%
STF Pair Compliments Area C 300 Pair 2 3/4-3 5yr	14.8%
STF Pair Compliments Area C 300 Pair 2 3/4-3 7yr	14.8%
STF Pair Compliments Area C 300 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 3-3 1/4 3yr	15.0%
STF Pair Compliments Area C 300 Pair 3-3 1/4 5yr	14.9%
STF Pair Compliments Area C 300 Pair 3-3 1/4 7yr	14.9%
STF Pair Compliments Area C 300 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 300 Pair 3 1/4-3 1/2 3yr	15.1%
STF Pair Compliments Area C 300 Pair 3 1/4-3 1/2 5yr	15.1%
STF Pair Compliments Area C 300 Pair 3 1/4-3 1/2 7yr	15.0%
STF Pair Compliments Area C 300 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 3 1/2-3 3/4 3yr	15.2%
STF Pair Compliments Area C 300 Pair 3 1/2-3 3/4 5yr	15.2%
STF Pair Compliments Area C 300 Pair 3 1/2-3 3/4 7yr	15.1%
STF Pair Compliments Area C 300 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 300 Pair 3 3/4-4 3yr	15.3%
STF Pair Compliments Area C 300 Pair 3 3/4-4 5yr	15.3%
STF Pair Compliments Area C 300 Pair 3 3/4-4 7yr	15.3%
STF Pair Compliments Area C 300 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 4-4 1/4 3yr	15.3%
STF Pair Compliments Area C 300 Pair 4-4 1/4 5yr	15.3%
STF Pair Compliments Area C 300 Pair 4-4 1/4 7yr	15.3%
STF Pair Compliments Area C 400 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 0-1/4 3yr	14.8%
STF Pair Compliments Area C 400 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area C 400 Pair 0-1/4 7yr	14.5%
STF Pair Compliments Area C 400 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 400 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area C 400 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area C 400 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area C 400 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 400 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area C 400 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area C 400 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 400 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 400 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area C 400 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 400 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 1-1 1/4 3yr	14.1%
STF Pair Compliments Area C 400 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area C 400 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area C 400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 400 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Compliments Area C 400 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Compliments Area C 400 Pair 1 1/4-1 1/2 7yr	14.2%

STF Pair Compliments Area C 400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 1 1/2-1 3/4 3yr	14.3%
STF Pair Compliments Area C 400 Pair 1 1/2-1 3/4 5yr	14.3%
STF Pair Compliments Area C 400 Pair 1 1/2-1 3/4 7yr	14.3%
STF Pair Compliments Area C 400 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 400 Pair 1 3/4-2 3yr	14.4%
STF Pair Compliments Area C 400 Pair 1 3/4-2 5yr	14.4%
STF Pair Compliments Area C 400 Pair 1 3/4-2 7yr	14.4%
STF Pair Compliments Area C 400 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 2-2 1/4 3yr	14.4%
STF Pair Compliments Area C 400 Pair 2-2 1/4 5yr	14.4%
STF Pair Compliments Area C 400 Pair 2-2 1/4 7yr	14.4%
STF Pair Compliments Area C 400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 400 Pair 2 1/4-2 1/2 3yr	14.5%
STF Pair Compliments Area C 400 Pair 2 1/4-2 1/2 5yr	14.5%
STF Pair Compliments Area C 400 Pair 2 1/4-2 1/2 7yr	14.5%
STF Pair Compliments Area C 400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 2 1/2-2 3/4 3yr	14.6%
STF Pair Compliments Area C 400 Pair 2 1/2-2 3/4 5yr	14.6%
STF Pair Compliments Area C 400 Pair 2 1/2-2 3/4 7yr	14.6%
STF Pair Compliments Area C 400 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 400 Pair 2 3/4-3 3yr	14.7%
STF Pair Compliments Area C 400 Pair 2 3/4-3 5yr	14.7%
STF Pair Compliments Area C 400 Pair 2 3/4-3 7yr	14.7%
STF Pair Compliments Area C 400 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 3-3 1/4 3yr	14.8%
STF Pair Compliments Area C 400 Pair 3-3 1/4 5yr	14.8%
STF Pair Compliments Area C 400 Pair 3-3 1/4 7yr	14.8%
STF Pair Compliments Area C 400 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 400 Pair 3 1/4-3 1/2 3yr	14.9%
STF Pair Compliments Area C 400 Pair 3 1/4-3 1/2 5yr	14.9%
STF Pair Compliments Area C 400 Pair 3 1/4-3 1/2 7yr	14.9%
STF Pair Compliments Area C 400 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 3 1/2-3 3/4 3yr	15.0%
STF Pair Compliments Area C 400 Pair 3 1/2-3 3/4 5yr	15.0%
STF Pair Compliments Area C 400 Pair 3 1/2-3 3/4 7yr	15.0%
STF Pair Compliments Area C 400 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 400 Pair 3 3/4-4 3yr	15.1%
STF Pair Compliments Area C 400 Pair 3 3/4-4 5yr	15.1%
STF Pair Compliments Area C 400 Pair 3 3/4-4 7yr	15.1%
STF Pair Compliments Area C 400 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 4-4 1/4 3yr	15.2%
STF Pair Compliments Area C 400 Pair 4-4 1/4 5yr	15.2%
STF Pair Compliments Area C 400 Pair 4-4 1/4 7yr	15.1%
STF Pair Compliments Area C 600 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 0-1/4 3yr	14.8%
STF Pair Compliments Area C 600 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area C 600 Pair 0-1/4 7yr	14.5%
STF Pair Compliments Area C 600 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 600 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 600 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area C 600 Pair 1/4-1/2 7yr	14.2%

STF Pair Compliments Area C 600 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 600 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area C 600 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 600 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 600 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 600 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area C 600 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 600 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 1-1 1/4 3yr	14.1%
STF Pair Compliments Area C 600 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area C 600 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area C 600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 600 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Compliments Area C 600 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Compliments Area C 600 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Compliments Area C 600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Compliments Area C 600 Pair 1 1/2-1 3/4 5yr	14.2%
STF Pair Compliments Area C 600 Pair 1 1/2-1 3/4 7yr	14.2%
STF Pair Compliments Area C 600 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 600 Pair 1 3/4-2 3yr	14.3%
STF Pair Compliments Area C 600 Pair 1 3/4-2 5yr	14.3%
STF Pair Compliments Area C 600 Pair 1 3/4-2 7yr	14.3%
STF Pair Compliments Area C 600 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 2-2 1/4 3yr	14.3%
STF Pair Compliments Area C 600 Pair 2-2 1/4 5yr	14.3%
STF Pair Compliments Area C 600 Pair 2-2 1/4 7yr	14.3%
STF Pair Compliments Area C 600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 600 Pair 2 1/4-2 1/2 3yr	14.4%
STF Pair Compliments Area C 600 Pair 2 1/4-2 1/2 5yr	14.4%
STF Pair Compliments Area C 600 Pair 2 1/4-2 1/2 7yr	14.3%
STF Pair Compliments Area C 600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 2 1/2-2 3/4 3yr	14.5%
STF Pair Compliments Area C 600 Pair 2 1/2-2 3/4 5yr	14.5%
STF Pair Compliments Area C 600 Pair 2 1/2-2 3/4 7yr	14.5%
STF Pair Compliments Area C 600 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 600 Pair 2 3/4-3 3yr	14.6%
STF Pair Compliments Area C 600 Pair 2 3/4-3 5yr	14.6%
STF Pair Compliments Area C 600 Pair 2 3/4-3 7yr	14.6%
STF Pair Compliments Area C 600 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 3-3 1/4 3yr	14.7%
STF Pair Compliments Area C 600 Pair 3-3 1/4 5yr	14.7%
STF Pair Compliments Area C 600 Pair 3-3 1/4 7yr	14.6%
STF Pair Compliments Area C 600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 600 Pair 3 1/4-3 1/2 3yr	14.8%
STF Pair Compliments Area C 600 Pair 3 1/4-3 1/2 5yr	14.8%
STF Pair Compliments Area C 600 Pair 3 1/4-3 1/2 7yr	14.7%
STF Pair Compliments Area C 600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 3 1/2-3 3/4 3yr	14.9%
STF Pair Compliments Area C 600 Pair 3 1/2-3 3/4 5yr	14.8%
STF Pair Compliments Area C 600 Pair 3 1/2-3 3/4 7yr	14.8%

STF Pair Compliments Area C 600 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 600 Pair 3 3/4-4 3yr	15.0%
STF Pair Compliments Area C 600 Pair 3 3/4-4 5yr	14.9%
STF Pair Compliments Area C 600 Pair 3 3/4-4 7yr	14.9%
STF Pair Compliments Area C 600 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 4-4 1/4 3yr	15.0%
STF Pair Compliments Area C 600 Pair 4-4 1/4 5yr	15.0%
STF Pair Compliments Area C 600 Pair 4-4 1/4 7yr	15.0%
STF Pair Compliments Area C 900 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 900 Pair 0-1/4 5yr	14.4%
STF Pair Compliments Area C 900 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 900 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 900 Pair 1/4-1/2 3yr	14.3%
STF Pair Compliments Area C 900 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 900 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 900 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 900 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 900 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 900 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 900 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 900 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 900 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 900 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 900 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 900 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 900 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 900 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 900 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Compliments Area C 900 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area C 900 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Compliments Area C 900 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 900 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area C 900 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 900 Pair 1 3/4-2 3yr	14.2%
STF Pair Compliments Area C 900 Pair 1 3/4-2 5yr	14.2%
STF Pair Compliments Area C 900 Pair 1 3/4-2 7yr	14.2%
STF Pair Compliments Area C 900 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 2-2 1/4 3yr	14.2%
STF Pair Compliments Area C 900 Pair 2-2 1/4 5yr	14.2%
STF Pair Compliments Area C 900 Pair 2-2 1/4 7yr	14.2%
STF Pair Compliments Area C 900 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 900 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Compliments Area C 900 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 900 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area C 900 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 2 1/2-2 3/4 3yr	14.4%
STF Pair Compliments Area C 900 Pair 2 1/2-2 3/4 5yr	14.4%
STF Pair Compliments Area C 900 Pair 2 1/2-2 3/4 7yr	14.3%

STF Pair Compliments Area C 900 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 900 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 900 Pair 2 3/4-3 5yr	14.4%
STF Pair Compliments Area C 900 Pair 2 3/4-3 7yr	14.4%
STF Pair Compliments Area C 900 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 3-3 1/4 3yr	14.5%
STF Pair Compliments Area C 900 Pair 3-3 1/4 5yr	14.5%
STF Pair Compliments Area C 900 Pair 3-3 1/4 7yr	14.5%
STF Pair Compliments Area C 900 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 900 Pair 3 1/4-3 1/2 3yr	14.6%
STF Pair Compliments Area C 900 Pair 3 1/4-3 1/2 5yr	14.6%
STF Pair Compliments Area C 900 Pair 3 1/4-3 1/2 7yr	14.6%
STF Pair Compliments Area C 900 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 3 1/2-3 3/4 3yr	14.7%
STF Pair Compliments Area C 900 Pair 3 1/2-3 3/4 5yr	14.7%
STF Pair Compliments Area C 900 Pair 3 1/2-3 3/4 7yr	14.6%
STF Pair Compliments Area C 900 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 900 Pair 3 3/4-4 3yr	14.8%
STF Pair Compliments Area C 900 Pair 3 3/4-4 5yr	14.7%
STF Pair Compliments Area C 900 Pair 3 3/4-4 7yr	14.7%
STF Pair Compliments Area C 900 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 4-4 1/4 3yr	14.8%
STF Pair Compliments Area C 900 Pair 4-4 1/4 5yr	14.8%
STF Pair Compliments Area C 900 Pair 4-4 1/4 7yr	14.8%
STF Pair Compliments Area C 1200 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 1200 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 1200 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 1200 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 1200 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 1200 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 1200 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 1200 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 1200 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 1200 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 1200 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 1200 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 1200 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 1200 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 1200 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 1200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 1200 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area C 1200 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 1/2-1 3/4 7yr	14.1%

STF Pair Compliments Area C 1200 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 1200 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 2-2 1/4 3yr	14.2%
STF Pair Compliments Area C 1200 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 1200 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 1200 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 1200 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 1200 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area C 1200 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 1200 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area C 1200 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Compliments Area C 1200 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 1200 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 1200 Pair 2 3/4-3 5yr	14.4%
STF Pair Compliments Area C 1200 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 1200 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 1200 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area C 1200 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area C 1200 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 1200 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area C 1200 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Compliments Area C 1200 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area C 1200 Pair 3 1/2-3 3/4 5yr	14.6%
STF Pair Compliments Area C 1200 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 1200 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area C 1200 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area C 1200 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area C 1200 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 1200 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area C 1200 Pair 4-4 1/4 7yr	14.7%
STF Pair Compliments Area C 1500 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 1500 Pair 0-1/4 5yr	14.4%
STF Pair Compliments Area C 1500 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 1500 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1/4-1/2 3yr	14.3%
STF Pair Compliments Area C 1500 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 1500 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 1500 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 1500 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 1500 Pair 1/2-3/4 7yr	14.0%

STF Pair Compliments Area C 1500 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 1500 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 1500 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 1500 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 1500 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 1500 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 1500 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 1500 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area C 1500 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 1500 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 1500 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 1500 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 1500 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 1500 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 1500 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area C 1500 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 1500 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area C 1500 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 1500 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 1500 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 1500 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 1500 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 1500 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 1500 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area C 1500 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area C 1500 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 1500 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 1500 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 1500 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area C 1500 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 1500 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 1500 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 1500 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area C 1500 Pair 3 3/4-4 7yr	14.5%

STF Pair Compliments Area C 1500 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 1500 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 1500 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 1800 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 1800 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 1800 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 1800 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 1800 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 1800 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 1800 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 1800 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 1800 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 1800 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 1800 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 1800 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 1800 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 1800 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 1800 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 1800 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1 1/4-1 1/2 3yr	14.0%
STF Pair Compliments Area C 1800 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 1800 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 1800 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 1800 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area C 1800 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area C 1800 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 1800 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 1800 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 1800 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 1800 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 1800 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 1800 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 1800 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area C 1800 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 1800 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 1800 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 1800 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 1800 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 1800 Pair 2 3/4-3 3yr	14.3%
STF Pair Compliments Area C 1800 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 1800 Pair 2 3/4-3 7yr	14.3%

STF Pair Compliments Area C 1800 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 1800 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area C 1800 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 1800 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 1800 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 1800 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 1800 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 1800 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 1800 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 1800 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 2100 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 2100 Pair 0-1/4 5yr	14.4%
STF Pair Compliments Area C 2100 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 2100 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1/4-1/2 3yr	14.3%
STF Pair Compliments Area C 2100 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 2100 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 2100 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 2100 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 2100 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 2100 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 2100 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 2100 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 2100 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 2100 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 2100 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 2100 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 2100 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 2100 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 2100 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 2100 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area C 2100 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area C 2100 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 2100 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 2100 Pair 1 3/4-2 7yr	14.1%

STF Pair Compliments Area C 2100 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 2100 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 2100 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 2100 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 2100 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area C 2100 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 2100 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 2100 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 2100 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 2100 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 2100 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 2100 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 2100 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 2100 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 2100 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area C 2100 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 2100 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 2100 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 2100 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 2100 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 2100 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 2100 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 2100 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 2100 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area C 2100 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 2100 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 2100 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 2100 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 2400 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 2400 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 2400 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 2400 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 2400 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 2400 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 2400 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 2400 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 2400 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 2400 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 2400 Pair 3/4-1 7yr	13.9%

STF Pair Compliments Area C 2400 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 2400 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 2400 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 2400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1 1/4-1 1/2 3yr	14.0%
STF Pair Compliments Area C 2400 Pair 1 1/4-1 1/2 5yr	13.9%
STF Pair Compliments Area C 2400 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 2400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 2400 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 2400 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 2400 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 2400 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 2400 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 2400 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 2400 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 2400 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 2400 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 2400 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 2400 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 2400 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area C 2400 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 2400 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 2400 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 2400 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 2400 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 2400 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 2400 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 2400 Pair 4-4 1/4 7yr	14.6%

STF Pair Compliments Area C 2700 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 2700 Pair 0-1/4 5yr	14.4%
STF Pair Compliments Area C 2700 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 2700 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1/4-1/2 3yr	14.3%
STF Pair Compliments Area C 2700 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 2700 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 2700 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 2700 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 2700 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 2700 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 2700 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 2700 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 2700 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 2700 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 2700 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 2700 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area C 2700 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 2700 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 2700 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 2700 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 2700 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 2700 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 2700 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 2700 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 2700 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 2700 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 2700 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 2700 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 2700 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area C 2700 Pair 3-3 1/4 7yr	14.3%

STF Pair Compliments Area C 2700 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 2700 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 2700 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 2700 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 2700 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 2700 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 2700 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 3000 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 3000 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 3000 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 3000 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 3000 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 3000 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 3000 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 3000 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 3000 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 3000 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 3000 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 3000 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 3000 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 3000 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 3000 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 3000 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1 1/4-1 1/2 3yr	14.0%
STF Pair Compliments Area C 3000 Pair 1 1/4-1 1/2 5yr	13.9%
STF Pair Compliments Area C 3000 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 3000 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 3000 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 3000 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area C 3000 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 3000 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 3000 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 3000 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 3000 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 3000 Pair 2-2 1/4 7yr	14.1%

STF Pair Compliments Area C 3000 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 3000 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area C 3000 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 3000 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 3000 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 3000 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 3000 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 3000 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 3000 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 3000 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 3000 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 3000 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area C 3000 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 3000 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 3000 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 3000 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 3000 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 3000 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 3000 Pair 3 1/2-3 3/4 7yr	14.4%
STF Pair Compliments Area C 3000 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 3000 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 3000 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 3000 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 3000 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 3000 Pair 4-4 1/4 7yr	14.5%
STF Pair Compliments Area C 3600 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 3600 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 3600 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 3600 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 3600 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 3600 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area C 3600 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 3600 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area C 3600 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 3600 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area C 3600 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 3600 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1-1 1/4 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area C 3600 Pair 1-1 1/4 7yr	13.9%

STF Pair Compliments Area C 3600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1 1/4-1 1/2 3yr	14.0%
STF Pair Compliments Area C 3600 Pair 1 1/4-1 1/2 5yr	13.9%
STF Pair Compliments Area C 3600 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 3600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area C 3600 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area C 3600 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 3600 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 3600 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 3600 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 3600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 3600 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area C 3600 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 3600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 3600 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 3600 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 3600 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 3600 Pair 2 3/4-3 3yr	14.3%
STF Pair Compliments Area C 3600 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 3600 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 3600 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 3600 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area C 3600 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 3600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3 1/4-3 1/2 3yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 3600 Pair 3 1/2-3 3/4 5yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 1/2-3 3/4 7yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 3600 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 3600 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 3600 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 4-4 1/4 3yr	14.6%
STF Pair Compliments Area C 3600 Pair 4-4 1/4 5yr	14.5%
STF Pair Compliments Area C 3600 Pair 4-4 1/4 7yr	14.5%
STF Contract Change/Compliment Conv, per occ	59.7%
Ground Start Centrex Trunk per STF, Area B	6.0%
Ground Start Centrex Trunk per STF, Area C	14.8%

IL **NON-RECURRING LINE CHARGES**

Item	Discount

Services are located in the non-competitive section.

IL **USAGE LOCAL**

Item	Discount

RES

Total Accumulated Usage Discount for Residence Band C	
Band C, Peak, Init Min	9.3%
Band C, Shoulder, Init Min	20.5%
Band C, Off Peak, Init Min	25.3%
Band C, Peak, Addl Min	10.5%
Band C, Shoulder, Addl Min	25.5%
Band C, Off Peak, Addl Min	45.5%
Residence Local Call Plan Economy Plan 100	13.9%
Residence Economy Plan 100 Addl per call	10.0%
Residence Local Call Plan Standard Plan 250	13.2%
Residence Standard Plan 250 Addl per call	11.1%
Residence Local Call Plan Advantage Plan 400	13.1%
Residence Advantage Plan 400 Addl per call	12.5%
Residence Call Pack 800	22.2%
Residence Call Pack 800 Addl per call	25.0%
Res 5 & 5 Call Plan Band A, Untimed Msg	11.4%
Res 5 & 5 Call Plan Band B, Init Min	12.8%
Res 5 & 5 Call Plan Band B, Addl Min	19.0%
Res 5 & 5 Call Plan Band C, Init Min	11.6%
Res 5 & 5 Call Plan Band C, Addl Min	16.0%
MSA 1,2,3,6,7,9 & 15 Anytime Rate Calling Plan - Mo	83.2%
MSA 1,2,3,6,7,9 & 15 Anytime Rate Calling Plan - Per Minute	21.8%

BUS

MSA 1 Band C, (1-11 Lines) Peak, Init Min	13.4%
MSA 1 Band C, (12+ Lines) Peak, Addl Min	15.6%
MSA1 Band A, (12+ Lines) Peak, Init Min	12.1%
MSA 2,3,6,7,9 & 15 Band A, (12+ Lines) Peak, Init Min	12.1%
MSA 2,3,6,7,9 & 15 Band A, (12+ Lines) Peak, Sub Min	10.6%
MSA 2,3,6,7,9 & 15 Band B, (12+ Lines) Peak, Init Min	12.1%
MSA 2,3,6,7,9 & 15 Band B, (12+ Lines) Peak, Sub Min	11.2%
Band A, (12+ Lines) Peak, Addl Min	10.6%
Band B, (12+ Lines) Peak, Init Min	10.3%
Band C, (12+ Lines) Peak, Init Min	11.9%
Band B, (12+ Lines) Peak, Addl Min	9.3%
Band C, (12+ Lines) Peak, Addl Min	14.0%
StraightRate, per min Mo-Mo	15.5%
StraightRate MAUC 4,000 min, per min 12Mo	14.1%
StraightRate MAUC 4,000 min, per min 24Mo	14.1%
StraightRate MAUC 4,000 min, per min 36Mo	13.5%
StraightRate MAUC 50,000 min, per min 12Mo	13.9%
StraightRate MAUC 50,000 min, per min 24Mo	13.3%
StraightRate MAUC 50,000 min, per min 36Mo	13.0%
StraightRate MAUC 100,000 min, per min 12Mo	13.7%

StraightRate MAUC 100,000 min, per min 24Mo	13.4%
StraightRate MAUC 100,000 min, per min 36Mo	13.1%
StraightRate MAUC 300,000 min, per min 12Mo	13.5%
StraightRate MAUC 300,000 min, per min 24Mo	13.2%
StraightRate MAUC 300,000 min, per min 36Mo	12.9%
StraightRate MAUC 700,000 min, per min 12Mo	13.4%
StraightRate MAUC 700,000 min, per min 24Mo	13.1%
StraightRate MAUC 700,000 min, per min 36Mo	12.7%
StraightRate MAUC 1,300,000 min, per min 12Mo	13.2%
StraightRate MAUC 1,300,000 min, per min 24Mo	12.9%
StraightRate MAUC 1,300,000 min, per min 36Mo	12.4%
StraightRate, True-Up rate per min Mo-Mo	36.5%
StraightRate, True-Up rate MAUC 4,000 per min 12Mo	21.0%
StraightRate, True-Up rate MAUC 4,000 per min 24Mo	20.4%
StraightRate, True-Up rate MAUC 4,000 per min 36Mo	20.4%
StraightRate, True-Up rate MAUC 50,000 per min 12Mo	20.4%
StraightRate, True-Up rate MAUC 50,000 per min 24Mo	20.4%
StraightRate, True-Up rate MAUC 50,000 per min 36Mo	20.0%
StraightRate, True-Up rate MAUC 100,000 per min 12Mo	20.4%
StraightRate, True-Up rate MAUC 100,000 per min 24Mo	20.0%
StraightRate, True-Up rate MAUC 100,000 per min 36Mo	19.7%
StraightRate, True-Up rate MAUC 300,000 per min 12Mo	20.4%
StraightRate, True-Up rate MAUC 300,000 per min 24Mo	20.0%
StraightRate, True-Up rate MAUC 300,000 per min 36Mo	19.7%
StraightRate, True-Up rate MAUC 700,000 per min 12Mo	20.0%
StraightRate, True-Up rate MAUC 700,000 per min 24Mo	19.7%
StraightRate, True-Up rate MAUC 700,000 per min 36Mo	19.4%
StraightRate, True-Up rate MAUC 1,300,000 per min 12Mo	20.0%
StraightRate, True-Up rate MAUC 1,300,000 per min 24Mo	19.7%
StraightRate, True-Up rate MAUC 1,300,000 per min 36Mo	19.4%
Business Local CallPak 50	23.2%
Business Local CallPak 50 Addl per call exceeding	18.8%
Business Local CallPak 100	17.9%
Business Local CallPak 100 Addl per call exceeding	20.0%
Business Local CallPak 150	17.5%
Business Local CallPak 150 Addl per call exceeding	20.0%
FlexLine Usage Incoming Calls, Min	74.2%
FlexLine Usage Band A&B, Outgoing Calls, Min	17.4%
FlexLine Usage Band C Out, Peak, Init Min	15.4%
FlexLine Usage Band C Out, Peak, Addl Min	18.7%
FlexLine Usage Incoming Calls, Min	74.2%
FlexLine Usage Band A&B, Outgoing Calls, Min	17.4%
FlexLine Usage Band C Out, Peak, Init Min	15.4%
FlexLine Usage Band C Out, Peak, Addl Min	18.7%
ValueLink-IL Opt F 24,000 MAUC, 12 mo	14.6%
ValueLink-IL Opt F 60,000 MAUC, 12 mo	14.5%
ValueLink-IL Opt F 120,000 MAUC, 12 mo	14.4%
ValueLink-IL Opt F 240,000 MAUC, 12 mo	14.2%
ValueLink-IL Opt F 360,000 MAUC, 12 mo	14.0%
ValueLink-IL Opt F 480,000 MAUC, 12 mo	13.9%
ValueLink-IL Opt F 600,000 MAUC, 12 mo	13.8%
ValueLink-IL Opt F 1,200,000 MAUC, 12 mo	13.7%

ValueLink-IL Opt F 24,000 MAUC, 24 mo	14.4%
ValueLink-IL Opt F 60,000 MAUC, 24 mo	14.2%
ValueLink-IL Opt F 120,000 MAUC, 24 mo	14.0%
ValueLink-IL Opt F 240,000 MAUC, 24 mo	13.9%
ValueLink-IL Opt F 360,000 MAUC, 24 mo	13.8%
ValueLink-IL Opt F 480,000 MAUC, 24 mo	13.7%
ValueLink-IL Opt F 600,000 MAUC, 24 mo	13.5%
ValueLink-IL Opt F 1,200,000 MAUC, 24 mo	13.4%
ValueLink-IL Opt F 24,000 MAUC, 36 mo	14.0%
ValueLink-IL Opt F 60,000 MAUC, 36 mo	13.9%
ValueLink-IL Opt F 120,000 MAUC, 36 mo	13.8%
ValueLink-IL Opt F 240,000 MAUC, 36 mo	13.7%
ValueLink-IL Opt F 360,000 MAUC, 36 mo	13.5%
ValueLink-IL Opt F 480,000 MAUC, 36 mo	13.4%
ValueLink-IL Opt F 600,000 MAUC, 36 mo	13.3%
ValueLink-IL Opt F 1,200,000 MAUC, 36 mo	13.1%
ValueLink-IL Opt F 24,000 MAUC, 12 mo	11.3%
ValueLink-IL Opt F 60,000 MAUC, 12 mo	11.1%
ValueLink-IL Opt F 120,000 MAUC, 12 mo	11.1%
ValueLink-IL Opt F 240,000 MAUC, 12 mo	10.9%
ValueLink-IL Opt F 360,000 MAUC, 12 mo	11.0%
ValueLink-IL Opt F 480,000 MAUC, 12 mo	10.8%
ValueLink-IL Opt F 600,000 MAUC, 12 mo	10.8%
ValueLink-IL Opt F 1,200,000 MAUC, 12 mo	10.6%
ValueLink-IL Opt F 24,000 MAUC, 24 mo	11.1%
ValueLink-IL Opt F 60,000 MAUC, 24 mo	10.9%
ValueLink-IL Opt F 120,000 MAUC, 24 mo	11.0%
ValueLink-IL Opt F 240,000 MAUC, 24 mo	10.8%
ValueLink-IL Opt F 360,000 MAUC, 24 mo	10.8%
ValueLink-IL Opt F 480,000 MAUC, 24 mo	10.6%
ValueLink-IL Opt F 600,000 MAUC, 24 mo	10.6%
ValueLink-IL Opt F 1,200,000 MAUC, 24 mo	10.4%
ValueLink-IL Opt F 24,000 MAUC, 36 mo	11.0%
ValueLink-IL Opt F 60,000 MAUC, 36 mo	10.8%
ValueLink-IL Opt F 120,000 MAUC, 36 mo	10.8%
ValueLink-IL Opt F 240,000 MAUC, 36 mo	10.6%
ValueLink-IL Opt F 360,000 MAUC, 36 mo	10.6%
ValueLink-IL Opt F 480,000 MAUC, 36 mo	10.4%
ValueLink-IL Opt F 600,000 MAUC, 36 mo	10.4%
ValueLink-IL Opt F 1,200,000 MAUC, 36 mo	10.2%
ValueLink-IL Opt F Preferred 12,000 MAUC, 12 mo	11.1%
ValueLink-IL Opt F Preferred 12,000 MAUC, 24 mo	11.0%
ValueLink-IL Opt F Preferred 12,000 MAUC, 36 mo	10.8%
ValueLink Extra - Select MARC $589 to $2,524 Ann Vol Disc	15.7%
ValueLink Extra - Select MARC $2,525 to $5,050 Ann Vol Disc	15.8%
ValueLink Extra - Select MARC $5,051 to $10,101 Ann Vol Dis	15.8%
ValueLink Extra - Select MARC $10,102+ Ann Vol Disc	15.8%
ValueLink Extra - Select MARC $589 to $2,524 - Band C per m	20.4%
ValueLink Extra - Select MARC $2,525 to $5,050 - Band C per	20.3%
ValueLink Extra - Select MARC $5,051 to $10,101 - Band C pe	20.1%
ValueLink Extra - Select MARC $10,102+ - Band C per minute	20.0%
ValueLink Extra - Select MARC $589 to $2,524 IntraLATA Toll	21.1%

ValueLink Extra - Select MARC $589 to $2,524 IntraLATA Toll	21.1%
ValueLink Extra - Select MARC $589 to $2,524 IntraLATA Toll	21.1%
ValueLink Extra - Select MARC $2,525 to $5,050 IntraLATA T	21.0%
ValueLink Extra - Select MARC $2,525 to $5,050 IntraLATA T	21.0%
ValueLink Extra - Select MARC $2,525 to $5,050 IntraLATA T	21.0%
ValueLink Extra - Select MARC $5,051 to $10,101 IntraLATA	20.8%
ValueLink Extra - Select MARC $5,051 to $10,101 IntraLATA	20.8%
ValueLink Extra - Select MARC $5,051 to $10,101 IntraLATA	20.8%
ValueLink Extra - Select MARC $10,102+ IntraLATA Toll 1 Ye	20.5%
ValueLink Extra - Select MARC $10,102+ IntraLATA Toll 2 Ye	20.5%
ValueLink Extra - Select MARC $10,102+ IntraLATA Toll 3 Ye	20.5%
SBC Illinois CompleteLink	
MARC Option 1 $576 - $987 -- Max Ann MARC Discount	17.7%
MARC Option 1 $988 - $2,468 -- Max Ann MARC Discoun	17.7%
MARC Option 1 $2,469 - $5,761 -- Max Ann MARC Discou	17.7%
MARC Option 1 $5,762 - $9,877 -- Max Ann MARC Discou	17.7%
MARC Option 1 $9,878 - $14,815 -- Max Ann MARC Disco	17.7%
MARC Option 1 $14,816 - $19,131 -- Max Ann MARC Disc	17.7%
MARC Option 2 $19,132 - $26,784 -- Max Ann MARC Disc	23.5%
MARC Option 2 $26,785 - $38,263 -- Max Ann MARC Disc	23.5%
MARC Option 2 $38,264 - $57,395 -- Max Ann MARC Disc	23.5%
MARC Option 2 $57,396 - $76,528 -- Max Ann MARC Disc	23.5%
MARC Option 2 $76,529 - $95,660 -- Max Ann MARC Disc	23.5%
MARC Option 2 $95,661 - $114,792 -- Max Ann MARC Dis	23.5%
MARC Option 2 $114,793 - $153,056 -- Max Ann MARC D	23.5%
MARC Option 2 $153,057+ -- Max Ann MARC Discount	23.5%
Band C Base Rates MATUBCC $53 - $90 -- Base Mo	18.9%
Band C Base Rates MATUBCC $91 - $228 -- Base Mo	18.9%
Band C Base Rates MATUBCC $229 - $533 -- Base Mo	18.9%
Band C Base Rates MATUBCC $534 - $914 -- Base Mo	18.8%
Band C Base Rates MATUBCC $915 - $1,371 -- Base Mo	18.6%
Band C Base Rates MATUBCC $1,372 - $1,905 -- Base M	18.6%
Band C Base Rates MATUBCC $1,906 - $2,668 -- Base M	18.6%
Band C Base Rates MATUBCC $2,669 - $3,811 -- Base M	18.5%
Band C Base Rates MATUBCC $3,812 - $5,717 -- Base M	18.3%
Band C Base Rates MATUBCC $5,718 - $7,624 -- Base M	18.3%
Band C Base Rates MATUBCC $7,625 - $9,530 -- Base M	18.2%
Band C Base Rates MATUBCC $9,531 - $11,436 -- Base M	18.2%
Band C Base Rates MATUBCC $11,437 - $15,248 -- Base	18.1%
Band C Base Rates MATUBCC $15,249 - $22,873 -- Base	18.1%
Band C Base Rates MATUBCC $22,874- $38,122 -- Base	18.0%
Band C Base Rates MATUBCC $38,123+ -- Base Mo	18.0%
Band C Base Rates MATUBCC $53 - $90 -- Base 1 Yr	18.0%
Band C Base Rates MATUBCC $91 - $228 -- Base 1 Yr	18.0%
Band C Base Rates MATUBCC $229 - $533 -- Base 1 Yr	18.0%
Band C Base Rates MATUBCC $534 - $914 -- Base 1 Yr	17.8%
Band C Base Rates MATUBCC $915 - $1,371 -- Base 1 Yr	17.8%
Band C Base Rates MATUBCC $1,372 - $1,905 -- Base 1	17.8%
Band C Base Rates MATUBCC $1,906 - $2,668 -- Base 1	17.6%
Band C Base Rates MATUBCC $2,669 - $3,811 -- Base 1	17.6%
Band C Base Rates MATUBCC $3,812 - $5,717 -- Base 1	17.4%
Band C Base Rates MATUBCC $5,718 - $7,624 -- Base 1	17.4%

Band C Base Rates MATUBCC $7,625 - $9,530 -- Base 1	17.2%
Band C Base Rates MATUBCC $9,531 - $11,436 -- Base 1	17.2%
Band C Base Rates MATUBCC $11,437 - $15,248 -- Base	17.2%
Band C Base Rates MATUBCC $15,249 - $22,873 -- Base	17.2%
Band C Base Rates MATUBCC $22,874- $38,122 -- Base	17.0%
Band C Base Rates MATUBCC $38,123+ -- Base 1 Yr	17.0%
Band C Base Rates MATUBCC $53 - $90 -- Base 3 Yr	17.0%
Band C Base Rates MATUBCC $91 - $228 -- Base 3 Yr	17.0%
Band C Base Rates MATUBCC $229 - $533 -- Base 3 Yr	17.0%
Band C Base Rates MATUBCC $534 - $914 -- Base 3 Yr	16.9%
Band C Base Rates MATUBCC $915 - $1,371 -- Base 3 Yr	16.7%
Band C Base Rates MATUBCC $1,372 - $1,905 -- Base 3	16.7%
Band C Base Rates MATUBCC $1,906 - $2,668 -- Base 3	16.7%
Band C Base Rates MATUBCC $2,669 - $3,811 -- Base 3	16.6%
Band C Base Rates MATUBCC $3,812 - $5,717 -- Base 3	16.6%
Band C Base Rates MATUBCC $5,718 - $7,624 -- Base 3	16.3%
Band C Base Rates MATUBCC $7,625 - $9,530 -- Base 3	16.3%
Band C Base Rates MATUBCC $9,531 - $11,436 -- Base 1	16.3%
Band C Base Rates MATUBCC $11,437 - $15,248 -- Base	16.2%
Band C Base Rates MATUBCC $15,249 - $22,873 -- Base	16.2%
Band C Base Rates MATUBCC $22,874- $38,122 -- Base	16.2%
Band C Base Rates MATUBCC $38,123+ -- Base 3 Yr	15.9%
Band C Base Rates MATUBCC $53 - $90 -- Base 5 Yr	16.2%
Band C Base Rates MATUBCC $91 - $228 -- Base 5 Yr	16.2%
Band C Base Rates MATUBCC $229 - $533 -- Base 5 Yr	15.9%
Band C Base Rates MATUBCC $534 - $914 -- Base 5 Yr	15.9%
Band C Base Rates MATUBCC $915 - $1,371 -- Base 5 Yr	15.8%
Band C Base Rates MATUBCC $1,372 - $1,905 -- Base 5	15.8%
Band C Base Rates MATUBCC $1,906 - $2,668 -- Base 5	15.2%
Band C Base Rates MATUBCC $2,669 - $3,811 -- Base 5	15.6%
Band C Base Rates MATUBCC $3,812 - $5,717 -- Base 5	15.6%
Band C Base Rates MATUBCC $5,718 - $7,624 -- Base 5	15.5%
Band C Base Rates MATUBCC $7,625 - $9,530 -- Base 5	15.4%
Band C Base Rates MATUBCC $9,531 - $11,436 -- Base 5	15.4%
Band C Base Rates MATUBCC $11,437 - $15,248 -- Base	15.3%
Band C Base Rates MATUBCC $15,249 - $22,873 -- Base	15.3%
Band C Base Rates MATUBCC $22,874- $38,122 -- Base	15.0%
Band C Base Rates MATUBCC $38,123+ -- Base 5 Yr	14.9%
IntraLATA Toll/800-888 MATUBCC $53 - $90 -- Base Mo	18.5%
IntraLATA Toll/800-888 MATUBCC $91 - $228 -- Base Mo	18.5%
IntraLATA Toll/800-888 MATUBCC $229 - $533 -- Base Mo	18.4%
IntraLATA Toll/800-888 MATUBCC $534 - $914 -- Base Mo	18.2%
IntraLATA Toll/800-888 MATUBCC $915 - $1,371 -- Base M	18.0%
IntraLATA Toll/800-888 MATUBCC $1,372 - $1,905 -- Base	18.0%
IntraLATA Toll/800-888 MATUBCC $1,906 - $2,668 -- Base	17.9%
IntraLATA Toll/800-888 MATUBCC $2,669 - $3,811 -- Base	17.8%
IntraLATA Toll/800-888 MATUBCC $3,812 - $5,717 -- Base	17.6%
IntraLATA Toll/800-888 MATUBCC $5,718 - $7,624 -- Base	17.4%
IntraLATA Toll/800-888 MATUBCC $7,625 - $9,530 -- Base	17.2%
IntraLATA Toll/800-888 MATUBCC $9,531 - $11,436 -- Bas	17.2%
IntraLATA Toll/800-888 MATUBCC $11,437 - $15,248 -- Ba	17.0%
IntraLATA Toll/800-888 MATUBCC $15,249 - $22,873 -- Ba	17.0%

IntraLATA Toll/800-888 MATUBCC $22,874- $38,122 -- Ba	16.9%
IntraLATA Toll/800-888 MATUBCC $38,123+ -- Base Mo	16.8%
IntraLATA Toll/800-888 MATUBCC $53 - $90 -- Base 1 Yr	18.2%
IntraLATA Toll/800-888 MATUBCC $91 - $228 -- Base 1 Yr	18.2%
IntraLATA Toll/800-888 MATUBCC $229 - $533 -- Base 1 Y	17.9%
IntraLATA Toll/800-888 MATUBCC $534 - $914 -- Base 1 Y	17.8%
IntraLATA Toll/800-888 MATUBCC $915 - $1,371 -- Base 1	17.6%
IntraLATA Toll/800-888 MATUBCC $1,372 - $1,905 -- Base	17.6%
IntraLATA Toll/800-888 MATUBCC $1,906 - $2,668 -- Base	17.5%
IntraLATA Toll/800-888 MATUBCC $2,669 - $3,811 -- Base	17.3%
IntraLATA Toll/800-888 MATUBCC $3,812 - $5,717 -- Base	17.2%
IntraLATA Toll/800-888 MATUBCC $5,718 - $7,624 -- Base	17.0%
IntraLATA Toll/800-888 MATUBCC $7,625 - $9,530 -- Base	16.8%
IntraLATA Toll/800-888 MATUBCC $9,531 - $11,436 -- Bas	16.8%
IntraLATA Toll/800-888 MATUBCC $11,437 - $15,248 -- Ba	16.6%
IntraLATA Toll/800-888 MATUBCC $15,249 - $22,873 -- Ba	16.6%
IntraLATA Toll/800-888 MATUBCC $22,874- $38,122 -- Ba	16.4%
IntraLATA Toll/800-888 MATUBCC $38,123+ -- Base 1 Yr	16.3%
IntraLATA Toll/800-888 MATUBCC $53 - $90 -- Base 3 Yr	17.8%
IntraLATA Toll/800-888 MATUBCC $91 - $228 -- Base 3 Yr	17.8%
IntraLATA Toll/800-888 MATUBCC $229 - $533 -- Base 3 Y	17.6%
IntraLATA Toll/800-888 MATUBCC $534 - $914 -- Base 3 Y	17.4%
IntraLATA Toll/800-888 MATUBCC $915 - $1,371 -- Base 3	17.2%
IntraLATA Toll/800-888 MATUBCC $1,372 - $1,905 -- Base	17.2%
IntraLATA Toll/800-888 MATUBCC $1,906 - $2,668 -- Base	17.0%
IntraLATA Toll/800-888 MATUBCC $2,669 - $3,811 -- Base	16.9%
IntraLATA Toll/800-888 MATUBCC $3,812 - $5,717 -- Base	16.8%
IntraLATA Toll/800-888 MATUBCC $5,718 - $7,624 -- Base	16.5%
IntraLATA Toll/800-888 MATUBCC $7,625 - $9,530 -- Base	16.4%
IntraLATA Toll/800-888 MATUBCC $9,531 - $11,436 -- Bas	16.4%
IntraLATA Toll/800-888 MATUBCC $11,437 - $15,248 -- Ba	16.2%
IntraLATA Toll/800-888 MATUBCC $15,249 - $22,873 -- Ba	16.2%
IntraLATA Toll/800-888 MATUBCC $22,874- $38,122 -- Ba	16.0%
IntraLATA Toll/800-888 MATUBCC $38,123+ -- Base 3 Yr	15.9%
IntraLATA Toll/800-888 MATUBCC $53 - $90 -- Base 5 Yr	17.3%
IntraLATA Toll/800-888 MATUBCC $91 - $228 -- Base 5 Yr	17.3%
IntraLATA Toll/800-888 MATUBCC $229 - $533 -- Base 5 Y	17.2%
IntraLATA Toll/800-888 MATUBCC $534 - $914 -- Base 5 Y	17.0%
IntraLATA Toll/800-888 MATUBCC $915 - $1,371 -- Base 5	16.8%
IntraLATA Toll/800-888 MATUBCC $1,372 - $1,905 -- Base	16.8%
IntraLATA Toll/800-888 MATUBCC $1,906 - $2,668 -- Base	16.6%
IntraLATA Toll/800-888 MATUBCC $2,669 - $3,811 -- Base	16.4%
IntraLATA Toll/800-888 MATUBCC $3,812 - $5,717 -- Base	16.3%
IntraLATA Toll/800-888 MATUBCC $5,718 - $7,624 -- Base	16.1%
IntraLATA Toll/800-888 MATUBCC $7,625 - $9,530 -- Base	15.9%
IntraLATA Toll/800-888 MATUBCC $9,531 - $11,436 -- Bas	15.9%
IntraLATA Toll/800-888 MATUBCC $11,437 - $15,248 -- Ba	15.8%
IntraLATA Toll/800-888 MATUBCC $15,249 - $22,873 -- Ba	15.8%
IntraLATA Toll/800-888 MATUBCC $22,874- $38,122 -- Ba	15.6%
IntraLATA Toll/800-888 MATUBCC $38,123+ -- Base 5 Yr	15.5%

IL **USAGE TOLL**

Item	Discount

RES

Toll Restriction	9.6%
Two-Point Toll 0-10, Init Min - Day	19.1%
Two-Point Toll 0-10, Addl Min - Day	10.2%
Two-Point Toll 10.1-16, Init Min - Day	19.1%
Two-Point Toll 10.1-16, Addl Min - Day	10.5%
Two-Point Toll 16.1-22, Init Min - Day	19.5%
Two-Point Toll 16.1-22, Addl Min - Day	11.4%
Two-Point Toll 22.1-40, Init Min - Day	19.5%
Two-Point Toll 22.1-40, Addl Min - Day	11.4%
Two-Point Toll 40.1+, Init Min - Day	19.4%
Two-Point Toll 40.1+, Addl Min - Day	13.3%
Two-Point Toll 0-10, Init Min - Evening	20.7%
Two-Point Toll 0-10, Addl Min - Evening	10.0%
Two-Point Toll 10.1-16, Init Min - Evening	21.6%
Two-Point Toll 10.1-16, Addl Min - Evening	10.5%
Two-Point Toll 16.1-22, Init Min - Evening	22.7%
Two-Point Toll 16.1-22, Addl Min - Evening	11.4%
Two-Point Toll 22.1-40, Init Min - Evening	22.7%
Two-Point Toll 22.1-40, Addl Min - Evening	11.4%
Two-Point Toll 40.1+, Init Min - Evening	23.4%
Two-Point Toll 40.1+, Addl Min - Evening	13.3%
Two-Point Toll 0-10, Init Min - Night	20.5%
Two-Point Toll 0-10, Addl Min - Night	10.0%
Two-Point Toll 10.1-16, Init Min - Night	21.1%
Two-Point Toll 10.1-16, Addl Min - Night	10.1%
Two-Point Toll 16.1-22, Init Min - Night	21.9%
Two-Point Toll 16.1-22, Addl Min - Night	10.7%
Two-Point Toll 22.1-40, Init Min - Night	21.9%
Two-Point Toll 22.1-40, Addl Min - Night	10.7%
Two-Point Toll 40.1+, Init Min - Night	23.6%
Two-Point Toll 40.1+, Addl Min - Night	12.0%
Anytime Rate Calling Plan	17.4%

BUS

Two-Point Toll 0-10, Init Min - Day	19.1%
Two-Point Toll 0-10, Addl Min - Day	10.2%
Two-Point Toll 10.1-16, Init Min - Day	19.1%
Two-Point Toll 10.1-16, Addl Min - Day	10.5%
Two-Point Toll 16.1-22, Init Min - Day	19.5%
Two-Point Toll 16.1-22, Addl Min - Day	11.4%
Two-Point Toll 22.1-40, Init Min - Day	19.5%
Two-Point Toll 22.1-40, Addl Min - Day	11.4%
Two-Point Toll 40.1+, Init Min - Day	19.4%
Two-Point Toll 40.1+, Addl Min - Day	13.3%
Two-Point Toll 0-10, Init Min - Evening	20.7%
Two-Point Toll 0-10, Addl Min - Evening	10.0%
Two-Point Toll 10.1-16, Init Min - Evening	21.6%
Two-Point Toll 10.1-16, Addl Min - Evening	10.5%
Two-Point Toll 16.1-22, Init Min - Evening	22.7%
Two-Point Toll 16.1-22, Addl Min - Evening	11.4%

Two-Point Toll 22.1-40, Init Min - Evening	22.7%
Two-Point Toll 22.1-40, Addl Min - Evening	11.4%
Two-Point Toll 40.1+, Init Min - Evening	23.4%
Two-Point Toll 40.1+, Addl Min - Evening	13.3%
Two-Point Toll 0-10, Init Min - Night	20.5%
Two-Point Toll 0-10, Addl Min - Night	10.0%
Two-Point Toll 10.1-16, Init Min - Night	21.1%
Two-Point Toll 10.1-16, Addl Min - Night	10.1%
Two-Point Toll 16.1-22, Init Min - Night	21.9%
Two-Point Toll 16.1-22, Addl Min - Night	10.7%
Two-Point Toll 22.1-40, Init Min - Night	21.9%
Two-Point Toll 22.1-40, Addl Min - Night	10.7%
Two-Point Toll 40.1+, Init Min - Night	23.6%
Two-Point Toll 40.1+, Addl Min - Night	12.0%
IntraMSA 800 Dedicated Access Line	28.2%
Nondedicated 800 Routing feature	44.8%
IntraMSA 800 Usage 0.1-25 Hrs, Each Hr	30.5%
IntraMSA 800 Usage 25.1-50 Hrs, Each Hr	30.1%
IntraMSA 800 Usage 50.1-100 Hrs, Each Hr	29.7%
IntraMSA 800 Usage Over 100 Hrs, Each Hr	29.5%
Nondedicated 800 Usage, Addl Hr	32.6%
IntraMSA 800 Svc Order Est/Add/Change	42.0%
IntraMSA 800 Line Conn Est/Add/Change	11.6%
IntraMSA 800 Record Work Only	11.0%
Optional Feature Activation Change, per 800 num	24.1%
800 Svc Reserved Tel Number NRC	24.2%
800 Svc Chg InterMSA Carrier NRC	24.3%
Nondedicated 800 Calling Plan 1 - 12 mths	60.6%
Nondedicated 800 Calling Plan 1 - 36 mths	54.4%
Nondedicated 800 Plan 1 - 12 mths, 0-20 hrs	33.9%
Nondedicated 800 Plan 1 - 12 mths, 20.1-50 hrs	34.3%
Nondedicated 800 Plan 1 - 12 mths, 50.1-100 hrs	30.1%
Nondedicated 800 Plan 1 - 12 mths, 100.1-250 hrs	31.9%
Nondedicated 800 Plan 1 - 12 mths, 250.1+ hrs	27.0%
Nondedicated 800 Plan 1 - 36 mths, 0-20 hrs	39.1%
Nondedicated 800 Plan 1 - 36 mths, 20.1-50 hrs	35.0%
Nondedicated 800 Plan 1 - 36 mths, 50.1-100 hrs	37.1%
Nondedicated 800 Plan 1 - 36 mths, 100.1-250 hrs	32.5%
Nondedicated 800 Plan 1 - 36 mths, 250.1+ hrs	32.8%
Dedicated 800 Calling Plan 1 - 12 mths	60.6%
Dedicated 800 Calling Plan 1 - 36 mths	54.4%
Dedicated 800 Plan 1 - 12 mths, 0-20 hrs	32.3%
Dedicated 800 Plan 1 - 12 mths, 20.1-50 hrs	32.7%
Dedicated 800 Plan 1 - 12 mths, 50.1-100 hrs	25.2%
Dedicated 800 Plan 1 - 12 mths, 100.1-250 hrs	25.1%
Dedicated 800 Plan 1 - 12 mths, 250.1+ hrs	24.0%
Dedicated 800 Plan 1 - 36 mths, 0-20 hrs	39.9%
Dedicated 800 Plan 1 - 36 mths, 20.1-50 hrs	37.6%
Dedicated 800 Plan 1 - 36 mths, 50.1-100 hrs	37.1%
Dedicated 800 Plan 1 - 36 mths, 100.1-250 hrs	29.8%
Dedicated 800 Plan 1 - 36 mths, 250.1+ hrs	31.1%
Nondedicated 800 Calling Plan 2 - 36 mths	54.6%

Nondedicated 800 Plan 2 - 36 mths, 0-20 hrs	34.2%
Nondedicated 800 Plan 2 - 36 mths, 20.1-50 hrs	33.9%
Nondedicated 800 Plan 2 - 36 mths, 50.1-100 hrs	33.9%
Nondedicated 800 Plan 2 - 36 mths, 100.1-250 hrs	33.6%
Nondedicated 800 Plan 2 - 36 mths, 250.1+ hrs	33.4%
Dedicated 800 Calling Plan 2 - 36 mths	54.6%
Dedicated 800 Plan 2 - 36 mths, 0-20 hrs	32.5%
Dedicated 800 Plan 2 - 36 mths, 20.1-50 hrs	32.2%
Dedicated 800 Plan 2 - 36 mths, 50.1-100 hrs	31.8%
Dedicated 800 Plan 2 - 36 mths, 100.1-250 hrs	31.5%
Dedicated 800 Plan 2 - 36 mths, 250.1+ hrs	31.4%
800 Illinois State DA Listing	24.2%
800 National DA Listing	24.5%
EVL Plus-Op1-MMUC-M/M	22.6%
EVL Plus-Op1-M/M-P	21.7%
EVL Plus-Op1-M/M-O/P	21.4%
EVL Plus-Op2-MMUC-M/M	22.6%
EVL Plus-Op2-M/M-P	21.6%
EVL Plus-Op2-M/M-O/P	21.3%
EVL Plus-Op3-MMUC-M/M	22.6%
EVL Plus-Op3-M/MP	21.4%
EVL Plus-Op3-M/M-O/P	21.1%
EVL Plus-OP-4-MMUC-M/M	22.6%
EVL Plus-Op4-M/M-P	21.2%
EVL Plus-Op4-M/M-O/P	21.0%
EVL Plus-OP-5-MMUC-M/M	22.6%
EVL Plus-Op5-M/M-P	21.0%
EVL Plus-Op5-M/M-O/P	20.8%
EVL Plus-OP-6-MMUC-M/M	22.6%
EVL Plus-Op6-M/M-P	20.8%
EVL Plus-Op6-M/M-O/P	20.8%
EVL Plus-OP-7-MMUC-M/M	22.6%
EVL Plus-Op7-M/M-P	20.6%
EVL Plus-Op7-M/M-O/P	20.5%
Enh V/L Plus-12 Mo-Option 1-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 1-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 1-Peak	21.4%
Enh V/L Plus-12 Mo-Option 1-Off-Peak	21.1%
Enh V/L Plus-12 Mo-Option 2-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 2-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 2-Peak	21.2%
Enh V/L Plus-12 Mo-Option 2-Off-Peak	21.0%
Enh V/L Plus-12 Mo-Option 3-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 3-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 3-Peak	21.0%
Enh V/L Plus-12 Mo-Option 3-Off-Peak	20.8%
Enh V/L Plus-12 Mo-Option 4-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 4-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 4-Peak	20.8%
Enh V/L Plus-12 Mo-Option 4-Off-Peak	20.6%
Enh V/L Plus-12 Mo-Option 5-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 5-MAUC	22.6%

Enh V/L Plus-12 Mo-Option 5-Peak	20.6%
Enh V/L Plus-12 Mo-Option 5-Off-Peak	20.5%
Enh V/L Plus-12 Mo-Option 6-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 6-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 6-Peak	20.5%
Enh V/L Plus-12 Mo-Option 6-Off-Peak	20.2%
Enh V/L Plus-12 Mo-Option 7-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 7-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 7-Peak	20.2%
Enh V/L Plus-12 Mo-Option 7-Off-Peak	20.1%
Enh V/L Plus-24 Mo-Option 1-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 1-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 1-Peak	21.2%
Enh V/L Plus-24 Mo-Option 1-Off-Peak	21.0%
Enh V/L Plus-24 Mo-Option 2-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 2-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 2-Peak	21.0%
Enh V/L Plus-24 Mo-Option 2-Off-Peak	20.9%
Enh V/L Plus-24 Mo-Option 3-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 3-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 3-Peak	20.8%
Enh V/L Plus-24 Mo-Option 3-Off-Peak	20.6%
Enh V/L Plus-24 Mo-Option 4-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 4-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 4-Peak	20.6%
Enh V/L Plus-24 Mo-Option 4-Off-Peak	20.5%
Enh V/L Plus-24 Mo-Option 5-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 5-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 5-Peak	20.5%
Enh V/L Plus-24 Mo-Option 5-Off-Peak	20.2%
Enh V/L Plus-24 Mo-Option 6-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 6-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 6-Peak	20.2%
Enh V/L Plus-24 Mo-Option 6-Off-Peak	20.1%
Enh V/L Plus-24 Mo-Option 7-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 7-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 7-Peak	20.0%
Enh V/L Plus-24 Mo-Option 7-Off-Peak	19.9%
Enh V/L Plus-36 Mo-Option 1-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 1-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 1-Peak	21.0%
Enh V/L Plus-36 Mo-Option 1-Off-Peak	20.8%
Enh V/L Plus-36 Mo-Option 2-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 2-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 2-Peak	20.6%
Enh V/L Plus-36 Mo-Option 2-Off-Peak	20.5%
Enh V/L Plus-36 Mo-Option 3-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 3-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 3-Peak	20.5%
Enh V/L Plus-36 Mo-Option 3-Off-Peak	20.2%
Enh V/L Plus-36 Mo-Option 4-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 4-MAUC	22.6%

Enh V/L Plus-36 Mo-Option 4-Peak	20.3%
Enh V/L Plus-36 Mo-Option 4-Off-Peak	20.1%
Enh V/L Plus-36 Mo-Option 5-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 5-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 5-Peak	20.2%
Enh V/L Plus-36 Mo-Option 5-Off-Peak	20.1%
Enh V/L Plus-36 Mo-Option 6-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 6-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 6-Peak	20.0%
Enh V/L Plus-36 Mo-Option 6-Off-Peak	19.9%
Enh V/L Plus-36 Mo-Option 7-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 7-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 7-Peak	19.9%
Enh V/L Plus-36 Mo-Option 7-Off-Peak	19.7%
EVL Plus Inbound NRC	9.6%
ValueLink Extra IL - MARC $21,481 to $257,771, Max Ann MA	14.1%
ValueLink Extra IL - MARC $257,772 to $429,620, Max Ann M	14.1%
ValueLink Extra IL - MARC $429,621+, Max Ann MARC Disc.	14.1%
ValueLink Extra IL - MARC $21,481 to $42,961, Band C per mi	19.8%
ValueLink Extra IL - MARC $42,962 to $64,442, Band C per mi	19.7%
ValueLink Extra IL - MARC $64,443 to $85,923, Band C per mi	19.7%
ValueLink Extra IL - MARC $85,924 to $128,885, Band C per n	19.5%
ValueLink Extra IL - MARC $128,886 to $171,847, Band C per	19.4%
ValueLink Extra IL - MARC $171,848 to $257,771, Band C per	19.2%
ValueLink Extra IL - MARC $257,772 to $429,620, Band C per	19.2%
ValueLink Extra IL - MARC $429,621+, Band C per minute	19.0%
ValueLink Extra IL - MAUC $7,500, annual bonus	14.1%
ValueLink Extra IL - MAUC $15,000, annual bonus	14.1%
ValueLink Extra IL - MAUC $22,500, annual bonus	14.1%
ValueLink Extra IL - MAUC $30,000, annual bonus	14.1%
ValueLink Extra IL - MAUC $45,000, annual bonus	14.1%
ValueLink Extra IL - MAUC $60,000, annual bonus	14.1%
ValueLink Extra IL - IntraLATA toll/800/888, per min	24.1%
Flat Rate Band C Promotion	11.3%
Winback Term Plan - 12 Month Term Rate Per Minute	13.0%
Winback Term Plan - 18 Month Term Rate Per Minute	12.9%

IL **CO SERVICES**

Item	Discount

RES

Speed Call 8	44.8%
Speed Call 30	64.3%
Multi-feature Discount (2+) Incremental credit	66.0%
CallerID Discount Credit	70.0%
Call Control	23.5%

BUS

Speed Call 8	68.2%
Speed Call 30	58.2%
Multi-feature Discount (3) Credit	69.6%
Multi-feature Discount (4) Credit	65.0%
Multi-feature Discount (5) Credit	65.1%

Multi-feature Discount (6) Credit	65.0%
Multi-feature Discount (7) Credit	65.1%
Multi-feature Discount (8) Credit	65.0%
Multi-feature Discount (9) Credit	65.1%
Multi-feature Discount (10) Credit	65.0%
NRS Same CO switch, per retained number NRC	9.9%
NRS Same CO sw, conflict, 1-12 CPs NRC	9.9%
NRS Same CO sw, conflict, 1-12 CPs	9.9%
NRS Same CO sw, conflict, unlimited CPs NRC	9.9%
NRS Same CO sw, conflict, unlimited CPs	9.9%
NRS Diff CO sw, conflict, 1-12 CPs NRC	9.9%
NRS Diff CO sw, conflict, 1-12 CPs	9.9%
NRS Diff CO sw, conflict, unlimited CPs NRC	9.9%
NRS Diff CO sw, conflict, unlimited CPs	9.9%
NRS Change number to which calls are fwd NRC	9.9%

IL **MISC. BUSINESS SERVICES**

Item	Discount

BUS

Trunk Term in CO per Trunk INC	7.9%
Trunk Term in CO per Trunk	7.6%
Subsequent Add/Del/Rear INC	5.8%
Each group of 10 Assgn DID Numbers	75.0%
Each group of 10 Reserved DID Numbers	75.0%

IL **OPERATOR SERVICES**

Item	Discount

RES

Sent Paid/Op Asst Local Band A, Peak, Init Msg	26.9%
Sent Paid/Op Asst Local Band B, Peak, Init Min	23.9%
Sent Paid/Op Asst Local Band C, Peak, Init Min	22.0%
Sent Paid/Op Asst Local Band B, Peak, Addl Min	24.7%
Sent Paid/Op Asst Local Band C, Peak, Addl Min	24.8%
Op Asst Other Local Band A, Peak, Init Min	23.6%
Op Asst Other Local Band B, Peak, Init Min	23.8%
Op Asst Other Local Band C, Peak, Init Min	22.0%
Op Asst Other Local Band A, Peak, Addl Min	22.3%
Op Asst Other Local Band B, Peak, Addl Min	22.8%
Op Asst Other Local Band C, Peak, Addl Min	23.3%
Op Asst Long Distance 0-10, Init Min - Day	19.1%
Op Asst Long Distance 0-10, Addl Min - Day	10.2%
Op Asst Long Distance 10.1-16, Init Min - Day	19.1%
Op Asst Long Distance 10.1-16, Addl Min - Day	10.5%
Op Asst Long Distance 16.1-22, Init Min - Day	19.5%
Op Asst Long Distance 16.1-22, Addl Min - Day	11.4%
Op Asst Long Distance 22.1-40, Init Min - Day	19.5%
Op Asst Long Distance 22.1-40, Addl Min - Day	11.4%
Op Asst Long Distance 40.1+, Init Min - Day	19.4%
Op Asst Long Distance 40.1+, Addl Min - Day	13.3%
Op Asst Long Distance 0-10, Init Min - Evening	20.7%
Op Asst Long Distance 0-10, Addl Min - Evening	10.0%
Op Asst Long Distance 10.1-16, Init Min - Evening	21.6%

Op Asst Long Distance 10.1-16, Addl Min - Evening	10.5%
Op Asst Long Distance 16.1-22, Init Min - Evening	22.7%
Op Asst Long Distance 16.1-22, Addl Min - Evening	11.4%
Op Asst Long Distance 22.1-40, Init Min - Evening	22.7%
Op Asst Long Distance 22.1-40, Addl Min - Evening	11.4%
Op Asst Long Distance 40.1+, Init Min - Evening	23.4%
Op Asst Long Distance 40.1+, Addl Min - Evening	13.3%
Op Asst Long Distance 0-10, Init Min - Night	20.5%
Op Asst Long Distance 0-10, Addl Min - Night	10.0%
Op Asst Long Distance 10.1-16, Init Min - Night	21.1%
Op Asst Long Distance 10.1-16, Addl Min - Night	10.1%
Op Asst Long Distance 16.1-22, Init Min - Night	21.9%
Op Asst Long Distance 16.1-22, Addl Min - Night	10.7%
Op Asst Long Distance 22.1-40, Init Min - Night	21.9%
Op Asst Long Distance 22.1-40, Addl Min - Night	10.7%
Op Asst Long Distance 40.1+, Init Min - Night	23.6%
Op Asst Long Distance 40.1+, Addl Min - Night	12.0%
Person-to-Person Local	58.8%
Third Number Billed Local	49.8%
Collect Calls Local	70.5%
Calling Card Customer Dialed Local	66.9%
Calling Card Operator Dialed Local	71.9%
Calling Card Operator Must Assist Local	57.2%
Operator Assisted Local	20.0%
Person-to-Person Toll	47.3%
Third Number Billed Toll	44.3%
Collect Calls Toll	59.0%
Calling Card Customer Dialed Toll	66.9%
Calling Card Operator Dialed Toll	55.6%
Calling Card Operator Must Assist Toll	57.2%
Operator Assisted Toll	22.9%
Residence National DA Direct Dialed	13.7%
Residence National DA Alternate Billed	13.7%
Residence DA Direct Dialed	36.0%

BUS

Person to Person Toll	47.3%
Third Number Billed Toll	44.3%
Collect Call Toll	59.0%
Calling Card Customer Dialed Toll	66.9%
Calling Card Operator Dialed Toll	55.6%
Calling Card Operator Must Assist Toll	57.2%
Operator Assisted Surcharge Toll	22.9%
Person to Person Band C	47.3%
Third Number Billed Band C	44.3%
Collect Call Band C	59.0%
Calling Card Customer Dialed Band C	66.9%
Calling Card Operator Dialed Band C	55.6%
Calling Card Operator Must Assist Band C	57.2%
Operator Assisted Surcharge Band C	20.0%
Op Asst Usage Band C, Peak, Init Min	14.8%
Op Asst Usage Band C, Peak, Addl Min	16.4%

Op Asst Long Distance 0-10, Init Min - Day	42.2%
Op Asst Long Distance 0-10, Addl Min - Day	21.6%
Op Asst Long Distance 10.1-16, Init Min - Day	41.3%
Op Asst Long Distance 10.1-16, Addl Min - Day	22.0%
Op Asst Long Distance 16.1-22, Init Min - Day	41.0%
Op Asst Long Distance 16.1-22, Addl Min - Day	22.6%
Op Asst Long Distance 22.1-40, Init Min - Day	41.0%
Op Asst Long Distance 22.1-40, Addl Min - Day	22.6%
Op Asst Long Distance 40.1+, Init Min - Day	40.4%
Op Asst Long Distance 40.1+, Addl Min - Day	24.2%
Op Asst Long Distance 0-10, Init Min - Evening	44.9%
Op Asst Long Distance 0-10, Addl Min - Evening	21.6%
Op Asst Long Distance 10.1-16, Init Min - Evening	45.1%
Op Asst Long Distance 10.1-16, Addl Min - Evening	21.8%
Op Asst Long Distance 16.1-22, Init Min - Evening	45.6%
Op Asst Long Distance 16.1-22, Addl Min - Evening	22.6%
Op Asst Long Distance 22.1-40, Init Min - Evening	45.6%
Op Asst Long Distance 22.1-40, Addl Min - Evening	22.6%
Op Asst Long Distance 40.1+, Init Min - Evening	45.9%
Op Asst Long Distance 40.1+, Addl Min - Evening	24.2%
Op Asst Long Distance 0-10, Init Min - Night	45.1%
Op Asst Long Distance 0-10, Addl Min - Night	21.3%
Op Asst Long Distance 10.1-16, Init Min - Night	45.4%
Op Asst Long Distance 10.1-16, Addl Min - Night	21.4%
Op Asst Long Distance 16.1-22, Init Min - Night	45.7%
Op Asst Long Distance 16.1-22, Addl Min - Night	22.0%
Op Asst Long Distance 22.1-40, Init Min - Night	45.7%
Op Asst Long Distance 22.1-40, Addl Min - Night	22.0%
Op Asst Long Distance 40.1+, Init Min - Night	46.4%
Op Asst Long Distance 40.1+, Addl Min - Night	23.1%
Business National DA Direct Dialed	13.7%
Business National DA Alternate Billed	13.7%
Business DA Direct Dialed	36.0%
COPTS National DA Direct Dialed	10.0%
COPTS National DA Alternate Billed	13.7%
Hotel/Motel DA Direct Dialed	10.0%
Hotel/Motel National DA Alternate Billed	13.7%
Hospital National DA Direct Dialed	10.0%
Hospital National DA Alternate Billed	13.7%
Basic COPTS/COPTS coin line	10.0%

IL **DIRECTORY SERVICES**

Item	Discount

BUS

Bus Add'l List Chicago and Metro	63.8%
Bus Add'l List non-met	71.0%
Private Listing	11.1%
Semi-Private Listing	14.5%
Custom Number Svc Num Search & Assign	33.8%

IL **ISDN DIRECT & PRIME**

Item	Discount

BUS

ISDN CO Termination NRC	79.4%
ISDN CO Termination - mo	11.5%
Cir Sw Capability, per B chnl NRC	79.3%
Cir Sw Capability, per B chnl mo	14.0%
Cir Sw Capability, per B chnl 3yr	13.3%
Cir Sw Capability, per B chnl 5yr	12.9%
Cir Sw Capability, per B chnl 7yr	12.3%
Packet Sw Data B chnl NRC	79.4%
Packet Sw Data B chnl mo	52.8%
Packet Sw Data B chnl 3yr	51.5%
Packet Sw Data B chnl 5yr	50.1%
Packet Sw Data B chnl 7yr	48.6%
Packet Switched "D" NRC	79.3%
Packet Switched "D"	52.2%
Packet Switched "D" - 3yr	51.6%
Packet Switched "D" - 5yr	51.0%
Packet Switched "D" - 7yr	50.5%
On-Demand Packet SW B chnl NRC	79.4%
On-Demand Packet SW B chnl mo	76.7%
Additional Call Offering, each NRC	79.4%
Additional Call Offering, each mo	75.2%
Addl Mult call appear. NRC	79.4%
Addl Mult call appear.	79.0%
Direct Intercom Calling NRC	79.4%
Direct Intercom Calling	38.8%
Direct Msg Wait Indicator NRC	11.8%
Direct Msg Wait Indicator	64.8%
Sec. Telephone #s Inc	79.4%
Sec. Telephone #s	62.0%
Direct Sta Ctrl Conf-6 Port NRC	79.3%
Direct Sta Ctrl Conf-6 Port	9.1%
Sub Chrg for Cir Sw/Packet Sw	12.7%
Custom Ordering Chrg, per ISDN line	6.9%
ISDN Prime Connections Inc	15.1%
ISDN Prime Connections	9.4%
ISDN Prime Connections - 3yr	35.6%
ISDN Prime Connections - 5yr	35.6%
ISDN Prime Connections - 7yr	35.6%
ISDN Prime Telephone #'s	0.0%
ISDN Prime Telephone #'s - 3yr	0.0%
ISDN Prime Telephone #'s - 5yr	0.0%
ISDN Prime Telephone #'s - 7yr	0.0%
ISDN Prime Backup D Channel Inc	22.8%
ISDN Prime Backup D Channel	87.9%
ISDN Prime Backup D Channel - 3yr	87.9%
ISDN Prime Backup D Channel - 5yr	87.9%
ISDN Prime Backup D Channel - 7yr	88.0%
ISDN Prime Packet Switched Data Inc	12.7%
ISDN Prime Packet Switched Data	86.5%
ISDN Prime Packet Switched Data - 3yr	86.6%
ISDN Prime Packet Switched Data - 5yr	86.8%

ISDN Prime Packet Switched Data - 7yr	86.9%
ISDN Prime Intercom B Chnl-Sw V/D Inc	12.5%
ISDN Prime Intercom B Chnl-Sw V/D	87.9%
ISDN Prime Intercom B Chnl-Sw V/D - 3yr	87.9%
ISDN Prime Intercom B Chnl-Sw V/D - 5yr	87.9%
ISDN Prime Intercom B Chnl-Sw V/D- 7yr	87.9%
ISDN Prime Intercom B Chnl-Pkt V/D Inc	15.2%
ISDN Prime Intercom B Chnl-Pkt V/D	13.8%
ISDN Prime Intercom B Chnl-Pkt V/D - 3yr	13.8%
ISDN Prime Intercom B Chnl-Pkt V/D - 5yr	13.8%
ISDN Prime Intercom B Chnl-Pkt V/D- 7yr	13.8%
ISDN Prime Chg/add Existing Single Trk Inc	61.1%
ISDN Prime ISDN Calling Name ID NRC	14.3%
ISDN Prime ISDN Calling Name ID Mo	32.1%
ISDN Prime 2 B Channel Transfer NRC	12.2%
ISDN Prime 2 B Channel Transfer Mo	28.2%
ISDN Prime Call by Call for FX Inc	7.5%
ISDN Prime Call by Call for FX	7.5%
ISDN Prime Call by Call for FX - 3yr	7.4%
ISDN Prime Call by Call for FX - 5yr	7.5%
ISDN Prime Call by Call for FX - 7yr	7.5%
ISDN Prime Call by Call for Tie Lines Inc	7.5%
ISDN Prime Call by Call for Tie Lines	7.5%
ISDN Prime Call by Call for Tie Lines - 3yr	7.4%
ISDN Prime Call by Call for Tie Lines - 5yr	7.5%
ISDN Prime Call by Call for Tie Lines - 7yr	7.5%
ISDN Prime Network Ring Again Inc	7.5%
ISDN Prime Network Ring Again	7.5%
ISDN Prime Network Ring Again - 3yr	7.5%
ISDN Prime Network Ring Again - 5yr	7.5%
ISDN Prime Network Ring Again - 7yr	7.5%
ISDN Prime Network Name Display Inc	7.5%
ISDN Prime Network Name Display	7.5%
ISDN Prime Network Name Display - 3yr	7.5%
ISDN Prime Network Name Display - 5yr	7.5%
ISDN Prime Network Name Display - 7yr	7.5%

IL **CENTREX**

Item	Discount

BUS

ACS System Charges, 2-50 NRC	37.8%
ACS System Charges, 2-50	15.4%
ACS System Charges, 2-50 3yr	15.4%
ACS System Charges, 2-50 5yr	15.4%
ACS System Charges, 2-50 7yr	15.4%
ACS System Charges, 51-100 NRC	37.9%
ACS System Charges, 51-100	15.4%
ACS System Charges, 51-100 3yr	15.4%
ACS System Charges, 51-100 5yr	15.4%
ACS System Charges, 51-100 7yr	15.4%
ACS System Charges, 101-200 NRC	38.9%
ACS System Charges, 101-200	15.4%

ACS System Charges, 101-200 3yr	15.4%
ACS System Charges, 101-200 5yr	15.4%
ACS System Charges, 101-200 7yr	15.4%
ACS System Charges, 201-500 NRC	43.8%
ACS System Charges, 201-500	15.4%
ACS System Charges, 201-500 3yr	15.4%
ACS System Charges, 201-500 5yr	15.4%
ACS System Charges, 201-500 7yr	15.4%
ACS System Charges, 500+ NRC	46.2%
ACS System Charges, 500+	15.4%
ACS System Charges, 500+ 3yr	15.4%
ACS System Charges, 500+ 5yr	15.4%
ACS System Charges, 500+ 7yr	15.4%
ACS System Conv, 2-50 NRC	15.4%
ACS System Conv, 51-100 NRC	16.7%
ACS System Conv, 101-200 NRC	17.1%
ACS System Conv, 201-500 NRC	17.9%
ACS System Conv, 500+ NRC	18.1%
Centrex Basic Line, 2-6	10.9%
Centrex Basic Line, 7-24	10.5%
Centrex Basic Line, 25-49	10.7%
Centrex Basic Line, 50-99	10.7%
Centrex Basic Line, 101-199	10.6%
Centrex Basic Line, 200+	10.6%
Centrex Basic Line, 2-6 3yr	10.1%
Centrex Basic Line, 7-24 3yr	9.5%
Centrex Basic Line, 25-49 3yr	9.5%
Centrex Basic Line, 50-99 3yr	9.3%
Centrex Basic Line, 101-199 3yr	8.9%
Centrex Basic Line, 200+ 3yr	8.9%
Centrex Basic Line, 2-6 5yr	9.9%
Centrex Basic Line, 7-24 5yr	9.2%
Centrex Basic Line, 25-49 5yr	9.1%
Centrex Basic Line, 50-99 5yr	8.9%
Centrex Basic Line, 101-199 5yr	8.7%
Centrex Basic Line, 200+ 5yr	8.7%
Centrex Basic Line, 2-6 7yr	9.8%
Centrex Basic Line, 7-24 7yr	9.2%
Centrex Basic Line, 25-49 7yr	9.1%
Centrex Basic Line, 50-99 7yr	8.9%
Centrex Basic Line, 101-199 7yr	8.7%
Centrex Basic Line, 200+ 7yr	8.7%
Elect Key Line, 2-6 NRC	14.9%
Elect Key Line, 7-24 NRC	14.9%
Elect Key Line, 25-49 NRC	14.9%
Elect Key Line, 50-99 NRC	15.0%
Elect Key Line, 100-199 NRC	15.0%
Elect Key Line, 200+ NRC	15.0%
Elect Key Line, 2-6	12.2%
Elect Key Line, 7-24	11.8%
Elect Key Line, 25-49	11.8%
Elect Key Line, 50-99	11.8%

Elect Key Line, 100-199	11.8%
Elect Key Line, 200+	11.8%
Elect Key Line, 2-6 3yr	11.4%
Elect Key Line, 7-24 3yr	10.8%
Elect Key Line, 25-49 3yr	10.7%
Elect Key Line, 50-99 3yr	10.5%
Elect Key Line, 100-199 3yr	10.2%
Elect Key Line, 200+ 3yr	10.2%
Elect Key Line, 2-6 5yr	11.1%
Elect Key Line, 7-24 5yr	10.6%
Elect Key Line, 25-49 5yr	10.4%
Elect Key Line, 50-99 5yr	10.1%
Elect Key Line, 100-199 5yr	9.9%
Elect Key Line, 200+ 5yr	9.9%
Elect Key Line, 2-6 7yr	11.0%
Elect Key Line, 7-24 7yr	10.5%
Elect Key Line, 25-49 7yr	10.3%
Elect Key Line, 50-99 7yr	10.1%
Elect Key Line, 100-199 7yr	9.9%
Elect Key Line, 200+ 7yr	9.9%
Centrex-ISDN Cust Ln, 2-6 NRC	13.4%
Centrex-ISDN Cust Ln, 7-24 NRC	13.4%
Centrex-ISDN Cust Ln, 25-49 NRC	13.4%
Centrex-ISDN Cust Ln, 50-99 NRC	13.4%
Centrex-ISDN Cust Ln, 100-199 NRC	13.4%
Centrex-ISDN Cust Ln, 200+ NRC	13.4%
Centrex-ISDN Cust Ln, 2-6	1.5%
Centrex-ISDN Cust Ln, 7-24	1.5%
Centrex-ISDN Cust Ln, 25-49	1.5%
Centrex-ISDN Cust Ln, 50-99	1.5%
Centrex-ISDN Cust Ln, 100-199	1.5%
Centrex-ISDN Cust Ln, 200+	1.5%
Centrex-ISDN Cust Ln, 2-6 3yr	1.3%
Centrex-ISDN Cust Ln, 7-24 3yr	1.3%
Centrex-ISDN Cust Ln, 25-49 3yr	1.2%
Centrex-ISDN Cust Ln, 50-99 3yr	1.1%
Centrex-ISDN Cust Ln, 100-199 3yr	1.1%
Centrex-ISDN Cust Ln, 200+ 3yr	1.1%
Centrex-ISDN Cust Ln, 2-6 5yr	1.3%
Centrex-ISDN Cust Ln, 7-24 5yr	1.2%
Centrex-ISDN Cust Ln, 25-49 5yr	1.1%
Centrex-ISDN Cust Ln, 50-99 5yr	1.1%
Centrex-ISDN Cust Ln, 100-199 5yr	1.0%
Centrex-ISDN Cust Ln, 200+ 5yr	1.0%
Centrex-ISDN Cust Ln, 2-6 7yr	1.2%
Centrex-ISDN Cust Ln, 7-24 7yr	1.2%
Centrex-ISDN Cust Ln, 25-49 7yr	1.1%
Centrex-ISDN Cust Ln, 50-99 7yr	1.1%
Centrex-ISDN Cust Ln, 100-199 7yr	1.0%
Centrex-ISDN Cust Ln, 200+ 7yr	1.0%
Centrex-ISDN Natl Ln, 2-6 NRC	13.4%
Centrex-ISDN Natl Ln, 7-24 NRC	13.4%

Centrex-ISDN Natl Ln, 25-49 NRC	13.4%
Centrex-ISDN Natl Ln, 50-99 NRC	13.4%
Centrex-ISDN Natl Ln, 100-199 NRC	13.4%
Centrex-ISDN Natl Ln, 200+ NRC	13.4%
Centrex-ISDN Natl Ln, 2-6	1.5%
Centrex-ISDN Natl Ln, 7-24	1.5%
Centrex-ISDN Natl Ln, 25-49	1.5%
Centrex-ISDN Natl Ln, 50-99	1.5%
Centrex-ISDN Natl Ln, 100-199	1.5%
Centrex-ISDN Natl Ln, 200+	1.5%
Centrex-ISDN Natl Ln, 2-6 3yr	1.3%
Centrex-ISDN Natl Ln, 7-24 3yr	1.3%
Centrex-ISDN Natl Ln, 25-49 3yr	1.2%
Centrex-ISDN Natl Ln, 50-99 3yr	1.1%
Centrex-ISDN Natl Ln, 100-199 3yr	1.1%
Centrex-ISDN Natl Ln, 200+ 3yr	1.1%
Centrex-ISDN Natl Ln, 2-6 5yr	1.3%
Centrex-ISDN Natl Ln, 7-24 5yr	1.2%
Centrex-ISDN Natl Ln, 25-49 5yr	1.1%
Centrex-ISDN Natl Ln, 50-99 5yr	1.1%
Centrex-ISDN Natl Ln, 100-199 5yr	1.0%
Centrex-ISDN Natl Ln, 200+ 5yr	1.0%
Centrex-ISDN Natl Ln, 2-6 7yr	1.2%
Centrex-ISDN Natl Ln, 7-24 7yr	1.2%
Centrex-ISDN Natl Ln, 25-49 7yr	1.1%
Centrex-ISDN Natl Ln, 50-99 7yr	1.1%
Centrex-ISDN Natl Ln, 100-199 7yr	1.0%
Centrex-ISDN Natl Ln, 200+ 7yr	1.0%
Opti-Centrex Basic 2+ Line, NRC	6.8%
Opti-Centrex Basic 2+ Line, 1 mo	34.4%
Opti-Centrex Basic 2+ Line, 36 mo	34.4%
Opti-Centrex Basic 2+ Line, 60 mo	34.4%
Opti-Centrex Basic 2+ Line, 84 mo	34.4%
Opti-Centrex Basic 7+ Line, NRC	6.8%
Opti-Centrex Basic 7+ Line, 1 mo	34.4%
Opti-Centrex Basic 7+ Line, 36 mo	34.2%
Opti-Centrex Basic 7+ Line, 60 mo	34.0%
Opti-Centrex Basic 7+ Line, 84 mo	33.3%
Opti-Centrex Basic 25+ Line, NRC	6.8%
Opti-Centrex Basic 25+ Line, 1 mo	34.4%
Opti-Centrex Basic 25+ Line, 36 mo	34.2%
Opti-Centrex Basic 25+ Line, 60 mo	33.9%
Opti-Centrex Basic 25+ Line, 84 mo	33.4%
Opti-Centrex Basic 50+ Line, NRC	6.8%
Opti-Centrex Basic 50+ Line, 1 mo	34.4%
Opti-Centrex Basic 50+ Line, 36 mo	34.2%
Opti-Centrex Basic 50+ Line, 60 mo	33.8%
Opti-Centrex Basic 50+ Line, 84 mo	33.1%
Opti-Centrex Basic 100+ Line, NRC	6.8%
Opti-Centrex Basic 100+ Line, 1 mo	34.4%
Opti-Centrex Basic 100+ Line, 36 mo	34.1%
Opti-Centrex Basic 100+ Line, 60 mo	33.8%

Opti-Centrex Basic 100+ Line, 84 mo	33.2%
Opti-Centrex Basic 200+ Line, NRC	6.8%
Opti-Centrex Basic 200+ Line, 1 mo	34.4%
Opti-Centrex Basic 200+ Line, 36 mo	34.2%
Opti-Centrex Basic 200+ Line, 60 mo	33.8%
Opti-Centrex Basic 200+ Line, 84 mo	33.1%
Opti-Centrex ISDN National 2+ Line, NRC	5.7%
Opti-Centrex ISDN National 2+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 2+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 2+ Line, 60 mo	14.4%
Opti-Centrex ISDN National 2+ Line, 84 mo	14.3%
Opti-Centrex ISDN National 7+ Line, NRC	5.7%
Opti-Centrex ISDN National 7+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 7+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 7+ Line, 60 mo	14.3%
Opti-Centrex ISDN National 7+ Line, 84 mo	14.2%
Opti-Centrex ISDN National 25+ Line, NRC	5.7%
Opti-Centrex ISDN National 25+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 25+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 25+ Line, 60 mo	14.3%
Opti-Centrex ISDN National 25+ Line, 84 mo	14.3%
Opti-Centrex ISDN National 50+ Line, NRC	5.7%
Opti-Centrex ISDN National 50+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 50+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 50+ Line, 60 mo	14.3%
Opti-Centrex ISDN National 50+ Line, 84 mo	14.1%
Opti-Centrex ISDN National 100+ Line, NRC	5.7%
Opti-Centrex ISDN National 100+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 100+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 100+ Line, 60 mo	14.3%
Opti-Centrex ISDN National 100+ Line, 84 mo	14.2%
Opti-Centrex ISDN National 200+ Line, NRC	5.7%
Opti-Centrex ISDN National 200+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 200+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 200+ Line, 60 mo	14.2%
Opti-Centrex ISDN National 200+ Line, 84 mo	14.1%
Centrex-ISDN Elect Key Line per "B" NRC	13.7%
Centrex-ISDN Elect Key Line per "B"	20.5%
Centrex-ISDN Elect Key Line per "B" 3yr	20.3%
Centrex-ISDN Elect Key Line per "B" 5yr	19.7%
Centrex-ISDN Elect Key Line per "B" 7yr	19.4%
Circuit Sw Data per "B" NRC	13.8%
Circuit Sw Data per "B"	28.4%
Circuit Sw Data per "B" 3yr	27.8%
Circuit Sw Data per "B" 5yr	27.1%
Circuit Sw Data per "B" 7yr	26.4%
Alt El Key/CSD per "B" NRC	13.6%
Alt El Key/CSD per "B"	24.8%
Alt El Key/CSD per "B" 3yr	24.3%
Alt El Key/CSD per "B" 5yr	23.8%
Alt El Key/CSD per "B" 7yr	23.3%
Packet Sw Data per "B" NRC	14.6%

Packet Sw Data per "B"	61.7%
Packet Sw Data per "B" 3yr	60.9%
Packet Sw Data per "B" 5yr	60.1%
Packet Sw Data per "B" 7yr	59.1%
Packet Sw Data per "D" NRC	13.5%
Packet Sw Data per "D"	60.1%
Packet Sw Data per "D" 3yr	58.2%
Packet Sw Data per "D" 5yr	57.0%
Packet Sw Data per "D" 7yr	55.8%
On Demand PSD per "B" NRC	13.8%
On Demand PSD per "B"	58.7%
On Demand PSD per "B" 3yr	57.2%
On Demand PSD per "B" 5yr	56.6%
On Demand PSD per "B" 7yr	55.9%
Add On Mods, 10/18 button NRC	13.6%
Add On Mods, 20/36 button NRC	13.9%
CTX-Automatic Callback	66.8%
CTX-Call Screening	63.2%
CTX-Repeat Dialing	63.2%
CTX-Selecting Distinctive Ringing	62.0%
Call Fwd over Private Facilites	68.8%
Call Request w/queue - line	72.0%
Call Request w/queue - sys NRC	14.4%
Calling Name Display NRC	21.6%
Calling Name Display	56.0%
Visual Message Waiting Ind	51.0%
Direct Connect Orig	51.0%
Direct Conn Orig w/Delay	51.0%
Direct Station Selection NRC	45.3%
Direct Station Selection	21.0%
Distance Extension NRC	78.6%
Dist Ext per Elect Key Line	14.6%
Dist Ext per ISDN Line	14.9%
Executive Display Comm	22.0%
Make Busy Key	70.3%
CTX Msg Waiting Indicator NRC	33.0%
CTX Msg Waiting Indicator	58.8%
MADN NRC	14.4%
MADN	16.0%
Premium Feature Package	31.0%
Query Busy Sta NRC	24.9%
Query Busy Sta	26.7%
Secondary Dir Tel Number	24.0%
Speed Calling-Long	52.5%
Speed Calling-Expanded No Grp	58.3%
Stop Hunt Key	15.2%
Alternate Access NRC	14.0%
Alternate Access	76.3%
Queuing NRC	14.0%
Queuing	22.0%
Closed User Grp, Ind Dsgn NRC	15.2%
Closed User Grp, Ind Dsgn	78.7%

Closed User Grp, Add Mem NRC	14.3%
Closed User Grp, Add Mem	79.0%
Direct Call NRC	5.4%
Direct Call	79.0%
Hunt Group NRC	14.2%
Hunt Group	70.2%
Logical Chan, >32 "B" Packet NRC	14.3%
Logical Chan, >32 "B" Packet	79.0%
Logical Chan, 2+ "D" Packet NRC	14.3%
Logical Chan, 2+ "D" Packet	79.0%
Permanent Virtual Circuit NRC	14.0%
Permanent Virtual Circuit	78.6%
AWN 1-200 Lines NRC	34.2%
AWN 201-500 Lines NRC	28.7%
AWN Addl 500 line Block NRC	31.3%
AWN Out of Ntwk Numbers, 1st 10 NRC	15.7%
AWN Out of Ntwk Numbers, per 50 NRC	15.7%
AWN Number Input, 1st 10 NRC	15.5%
AWN Number Input, per 50 NRC	6.4%
AWN per Line	28.0%
AWN Out of Ntwk Numbers, 1st 10	23.0%
AWN Out of Ntwk Numbers, per 50	18.4%
ACMSI Per System 1200 baud NRC	15.4%
ACMSI Per System 1200 baud	13.6%
ACMSI Per System 1200 baud 3yr	13.6%
ACMSI Per System 1200 baud 5yr	13.5%
ACMSI Per System 1200 baud 7yr	13.4%
ACMSI Per System 9600 baud NRC	16.9%
ACMSI Per System 9600 baud	14.8%
ACMSI Per System 9600 baud 3yr	14.9%
ACMSI Per System 9600 baud 5yr	14.8%
ACMSI Per System 9600 baud 7yr	14.3%
AVN (MSA1) Max 2.5 CCS, 0-15 mi	19.5%
AVN (MSA1) Max 2.5 CCS, 15+ mi	22.6%
AVN (MSA1) Max 3.5 CCS, 0-15 mi	17.9%
AVN (MSA1) Max 3.5 CCS, 15+ mi	21.5%
AVN (MSA1) Max 4.5 CCS, 0-15 mi	16.8%
AVN (MSA1) Max 4.5 CCS, 15+ mi	32.1%
AVN (MSA1) Max 5.5 CCS, 0-15 mi	20.0%
AVN (MSA1) Max 5.5 CCS, 15+ mi	23.9%
AVN (MSA1) Max 8.0 CCS, 0-15 mi	18.3%
AVN (MSA1) Max 8.0 CCS, 15+ mi	21.6%
AVN Remote OmniPresence	14.2%
AVN Hub OmniPresence 0-6 CCS	14.2%
AVN Hub OmniPresence 6-9 CCS	14.2%
AVN Hub OmniPresence 9-12 CCS	14.2%
AVN Basic Channel	14.3%
AVN Basic Channel - 3yr	14.2%
AVN Basic Channel - 5yr	14.2%
AVN ISDN Circuit Sw Channel	14.2%
AVN ISDN Circuit Sw Channel - 3yr	14.2%
AVN ISDN Circuit Sw Channel - 5yr	14.3%

Cust Prem Announcement NRC	14.9%
Cust Prem Announcement	20.2%
Cust Prem Announcement - 3yr	19.8%
Cust Prem Announcement - 5yr	19.5%
Cust Prem Announcement - 7yr	19.1%
CO Recorded Announcement NRC	14.5%
CO Recorded Announcement	14.7%
CO Recorded Announcement - 3yr	14.5%
CO Recorded Announcement - 5yr	14.4%
CO Recorded Announcement - 7yr	14.2%
CO Recorded Secondary Ann NRC	14.5%
CO Recorded Secondary Ann	14.7%
CO Recorded Secondary Ann - 3yr	14.5%
CO Recorded Secondary Ann - 5yr	14.4%
CO Recorded Secondary Ann - 7yr	14.2%
Assume Dial 9 Per System, Per Line NRC	14.0%
Assume Dial 9 Per System, Per Line	78.8%
Assume Dial 9 Per System, Per Line - 3yr	78.8%
Assume Dial 9 Per System, Per Line - 5yr	78.8%
Assume Dial 9 Per System, Per Line - 7yr	78.8%
Attendant Console Digital NRC	15.5%
Attendant Console Digital	14.9%
Attendant Console Digital - 3yr	14.6%
Attendant Console Digital - 5yr	14.5%
Attendant Console Digital - 7yr	14.4%
Attendant Console ISDN NRC	21.6%
Attendant Console ISDN	46.1%
Attendant Console ISDN - 3yr	43.5%
Attendant Console ISDN - 5yr	42.5%
Attendant Console ISDN - 7yr	41.3%
Attendant Call Detail Entry NRC	13.5%
Attendant Call Detail Entry	29.0%
Attendant Call Detail Entry - 3yr	29.0%
Attendant Call Detail Entry - 5yr	29.0%
Attendant Call Detail Entry - 7yr	29.0%
Attendant Conference NRC	13.7%
Attendant Conference	13.5%
Attendant Conference - 3yr	13.2%
Attendant Conference - 5yr	13.2%
Attendant Conference - 7yr	13.2%
Direct Station Selection NRC	16.3%
Direct Station Selection	15.2%
Direct Station Selection - 3yr	15.2%
Direct Station Selection - 5yr	15.2%
Direct Station Selection - 7yr	15.2%
Multi Position Hunt per Grp NRC	14.7%
Multi Position Hunt per Pos	16.0%
Multi Position Hunt per Pos - 3yr	16.0%
Multi Position Hunt per Pos - 5yr	16.0%
Multi Position Hunt per Pos - 7yr	16.0%
Name Display NRC	16.3%
Name Display	74.1%

Name Display - 3yr	74.1%
Name Display - 5yr	74.1%
Name Display - 7yr	74.1%
Operational Measurements NRC	14.0%
Operational Measurements	60.0%
Operational Measurements - 3yr	60.0%
Operational Measurements - 5yr	60.0%
Operational Measurements - 7yr	60.0%
ARS Basic Initial Pattern NRC	14.0%
ARS Basic Initial Pattern	13.3%
ARS Basic Initial Pattern - 3yr	13.2%
ARS Basic Initial Pattern - 5yr	13.2%
ARS Basic Initial Pattern - 7yr	13.2%
ARS Basic Additional Pattern NRC	14.0%
ARS Basic Additional Pattern	25.5%
ARS Basic Additional Pattern - 3yr	22.7%
ARS Basic Additional Pattern - 5yr	21.2%
ARS Basic Additional Pattern - 7yr	20.0%
ARS Basic Digit 1 Delivery NRC	18.5%
ARS Deluxe System NRC	15.0%
ARS Deluxe System	14.3%
ARS Deluxe System - 3yr	13.9%
ARS Deluxe System - 5yr	13.8%
ARS Deluxe System - 7yr	13.6%
ARS Deluxe Additional Pattern NRC	14.0%
ARS Deluxe Additional Pattern	25.5%
ARS Deluxe Additional Pattern - 3yr	22.7%
ARS Deluxe Additional Pattern - 5yr	21.2%
ARS Deluxe Additional Pattern - 7yr	20.0%
ARS Deluxe IDDD Dialing per System NRC	33.3%
ARS Deluxe IDDD Dialing per System	78.6%
ARS Deluxe IDDD Dialing per System - 3yr	78.6%
ARS Deluxe IDDD Dialing per System - 5yr	78.6%
ARS Deluxe IDDD Dialing per System - 7yr	78.6%
ARS Deluxe 7 to 10 Digit Screen per Trans NRC	13.9%
ARS Deluxe TOD Routing per Schedule NRC	14.1%
ARS Deluxe TOD Routing per Schedule	67.1%
ARS Deluxe TOD Routing per Schedule - 3yr	66.6%
ARS Deluxe TOD Routing per Schedule - 5yr	66.0%
ARS Deluxe TOD Routing per Schedule - 7yr	65.4%
ARS Deluxe Digit 1 Delivery NRC	18.5%
CF MultiPath Per Sys, Per Arrangement NRC	20.2%
CF MultiPath Per Sys, Per Arrangement	78.6%
CF MultiPath Per Sys, Per Arrangement - 3yr	78.6%
CF MultiPath Per Sys, Per Arrangement - 5yr	78.6%
CF MultiPath Per Sys, Per Arrangement - 7yr	78.6%
Call Waiting Lamp Unique Timing State NRC	14.2%
Call Waiting Lamp Unique Timing State	14.0%
Call Waiting Lamp Unique Timing State - 3yr	14.0%
Call Waiting Lamp Unique Timing State - 5yr	14.0%
Call Waiting Lamp Unique Timing State - 7yr	14.0%
CTX Stat Identification Tie Line Group NRC	29.4%

CTX Stat Identification Line Arranged	14.0%
CTX Stat Identification Line Arranged - 3yr	14.0%
CTX Stat Identification Line Arranged - 5yr	14.0%
CTX Stat Identification Line Arranged - 7yr	14.0%
6-Port Conference Circuit NRC	14.3%
6-Port Conference Circuit	14.8%
6-Port Conference Circuit - 3yr	14.7%
6-Port Conference Circuit - 5yr	14.7%
6-Port Conference Circuit - 7yr	14.7%
Arrangement Linking 4 Ports NRC	14.5%
Arrangement Linking 4 Ports	37.4%
Arrangement Linking 4 Ports - 3yr	37.4%
Arrangement Linking 4 Ports - 5yr	37.4%
Arrangement Linking 4 Ports - 7yr	37.4%
Conferencing Present Group NRC	21.7%
Conferencing Present Group	14.2%
Conferencing Present Group - 3yr	14.2%
Conferencing Present Group - 5yr	14.2%
Conferencing Present Group - 7yr	14.2%
System Privacy Release NRC	13.9%
System Privacy Release	78.7%
System Privacy Release - 3yr	78.7%
System Privacy Release - 5yr	78.7%
System Privacy Release - 7yr	78.7%
Cust Call Diverting Pub/Private Nwrk Facilities NRC	14.9%
Do Not Disturb Line NRC	21.6%
Do Not Disturb Line	78.5%
Do Not Disturb Line - 3yr	78.5%
Do Not Disturb Line - 5yr	78.5%
Do Not Disturb Line - 7yr	78.5%
Do Not Disturb Group of Lines NRC	14.1%
Do Not Disturb Group of Lines	78.8%
Do Not Disturb Group of Lines - 3yr	78.8%
Do Not Disturb Group of Lines - 5yr	78.8%
Do Not Disturb Group of Lines - 7yr	78.8%
EDI Served NRC	13.6%
EDI Served	78.6%
EDI Served - 3yr	78.6%
EDI Served - 5yr	78.6%
EDI Served - 7yr	78.6%
EDI 1-250 Lines Equiped NRC	14.2%
EDI 1-250 Lines Equiped	22.6%
EDI 1-250 Lines Equiped - 3yr	20.9%
EDI 1-250 Lines Equiped - 5yr	19.1%
EDI 1-250 Lines Equiped - 7yr	17.2%
EDI 251-500 Lines Equiped NRC	13.7%
EDI 251-500 Lines Equiped	22.6%
EDI 251-500 Lines Equiped - 3yr	20.9%
EDI 251-500 Lines Equiped - 5yr	19.1%
EDI 251-500 Lines Equiped - 7yr	17.2%
EDI 501-1000 Lines Equiped NRC	13.5%
EDI 501-1000 Lines Equiped	22.6%

EDI 501-1000 Lines Equiped - 3yr	20.9%
EDI 501-1000 Lines Equiped - 5yr	19.1%
EDI 501-1000 Lines Equiped - 7yr	17.2%
EDI 1001-2000 Lines Equiped NRC	13.4%
EDI 1001-2000 Lines Equiped	22.5%
EDI 1001-2000 Lines Equiped - 3yr	20.8%
EDI 1001-2000 Lines Equiped - 5yr	19.1%
EDI 1001-2000 Lines Equiped - 7yr	17.2%
EDI 2001-4000 Lines Equiped NRC	13.4%
EDI 2001-4000 Lines Equiped	22.6%
EDI 2001-4000 Lines Equiped - 3yr	20.9%
EDI 2001-4000 Lines Equiped - 5yr	19.1%
EDI 2001-4000 Lines Equiped - 7yr	17.2%
EDI 4001+ Lines Equiped NRC	13.4%
EDI 4001+ Lines Equiped	27.1%
EDI 4001+ Lines Equiped - 3yr	24.8%
EDI 4001+ Lines Equiped - 5yr	22.3%
EDI 4001+ Lines Equiped - 7yr	19.5%
High Speed Data Line NRC	15.5%
High Speed Data Line	22.4%
High Speed Data Line - 3yr	21.0%
High Speed Data Line - 5yr	20.7%
High Speed Data Line - 7yr	20.7%
Ntwk Speed Calling 100 Number List NRC	15.2%
Ntwk Speed Calling 100 Number List	43.6%
Ntwk Speed Calling 100 Number List - 3yr	43.6%
Ntwk Speed Calling 100 Number List - 5yr	43.6%
Ntwk Speed Calling 100 Number List - 7yr	43.6%
Outgoing Deluxe Trnk Que Term NRC	14.7%
Outgoing Deluxe Trnk Que Term	20.4%
Outgoing Deluxe Trnk Que Term - 3yr	19.7%
Outgoing Deluxe Trnk Que Term - 5yr	19.4%
Outgoing Deluxe Trnk Que Term - 7yr	19.3%
Personal Call Screening Group NRC	51.8%
Personal Call Screening Group	78.6%
Personal Call Screening Group - 3yr	78.6%
Personal Call Screening Group - 5yr	78.6%
Personal Call Screening Group - 7yr	78.6%
Analog 2-wire Term Arrange NRC	15.2%
Analog 2-wire Term Arrange	15.6%
Analog 2-wire Term Arrange - 3yr	15.6%
Analog 2-wire Term Arrange - 5yr	15.6%
Analog 2-wire Term Arrange - 7yr	15.6%
Analog 4-wire Term Arrange NRC	15.2%
Analog 4-wire Term Arrange	15.6%
Analog 4-wire Term Arrange - 3yr	15.6%
Analog 4-wire Term Arrange - 5yr	15.6%
Analog 4-wire Term Arrange - 7yr	15.6%
DS1 Connection NRC	15.8%
DS1 Connection	16.2%
DS1 Connection - 3yr	15.8%
DS1 Connection - 5yr	15.6%

DS1 Connection - 7yr	15.5%
Tie Trunk Connection NRC	14.3%
PRI Connection NRC	18.4%
PRI Connection	16.2%
PRI Connection - 3yr	16.1%
PRI Connection - 5yr	15.9%
PRI Connection - 7yr	15.8%
PRI "D" Channel Backup NRC	13.6%
PRI "D" Channel Backup	78.6%
PRI "D" Channel Backup - 3yr	78.6%
PRI "D" Channel Backup - 5yr	78.6%
PRI "D" Channel Backup - 7yr	78.6%
PRI Ntwk Ring Again NRC	35.1%
PRI Ntwk Ring Again	14.6%
PRI Ntwk Ring Again - 3yr	14.4%
PRI Ntwk Ring Again - 5yr	14.2%
PRI Ntwk Ring Again - 7yr	14.0%
PRI Ntwk Name Display NRC	13.8%
PRI Ntwk Name Display	73.9%
PRI Ntwk Name Display - 3yr	73.2%
PRI Ntwk Name Display - 5yr	72.3%
PRI Ntwk Name Display - 7yr	71.1%
Queue Slot NRC	13.9%
Queue Slot	79.0%
Queue Slot - 3yr	79.0%
Queue Slot - 5yr	79.0%
Queue Slot - 7yr	79.0%
Special Intercept Unique Msg Arrangement NRC	14.4%
Special Intercept Unique Msg Arrangement	78.5%
Special Intercept Unique Msg Arrangement - 3yr	78.5%
Special Intercept Unique Msg Arrangement - 5yr	78.5%
Special Intercept Unique Msg Arrangement - 7yr	78.5%
Supplemental 3 Digit Dialing System NRC	14.9%
3 Digit Access Code NRC	14.1%
Trunk Verification System NRC	13.8%
Trunk Verification System	32.6%
Trunk Verification System - 3yr	32.6%
Trunk Verification System - 5yr	32.6%
Trunk Verification System - 7yr	32.6%
UCD Group w/queuing NRC	14.5%
UCD Group w/queuing	78.6%
UCD Group w/queuing - 3yr	78.6%
UCD Group w/queuing - 5yr	78.6%
UCD Group w/queuing - 7yr	78.6%
UCD Line Equipped NRC	21.6%
UCD Line Equipped	21.7%
UCD Line Equipped - 3yr	21.7%
UCD Line Equipped - 5yr	21.7%
UCD Line Equipped - 7yr	21.7%
UCD Elect Key Line NRC	21.6%
UCD Elect Key Line	23.1%
UCD Elect Key Line - 3yr	23.1%

UCD Elect Key Line - 5yr	23.1%
UCD Elect Key Line - 7yr	23.1%
Station Feature Change, per line, per occ NRC	33.9%
ARS-Basic/Deluxe NRC	16.7%
Deluxe ARS TOD Routing NRC	14.2%
Chg Code or Report AWN NRC	16.7%
Chg or Password by Co ACM NRC	14.2%
Console Changes NRC	14.3%
Chg Prv Fac Trk Connection NRC	14.3%
Chg Prv Fac PRI Connection NRC	16.2%
Reprogram Non-Centrex Line NRC	15.1%
All Other System Feature Chg NRC	14.3%
OmniPresence Service Charge NRC - 1 Mo	18.6%
OmniPresence Service Charge NRC - 36 Mo	18.6%
OmniPresence Service Charge NRC - 60 Mo	18.4%
OmniPresence Service Charge NRC - 84 Mo	18.3%
OmniPresence Service Charge 1 Mo	94.8%
OmniPresence Service Charge 36 Mo	94.8%
OmniPresence Service Charge 60 Mo	94.8%
OmniPresence Service Charge 84 Mo	94.8%

IL **PRIVATE LINE**

Item	Discount

BUS

LDC Base Rate 2.4 Kbps mo	16.7%
LDC Base Rate 2.4 Kbps 1yr	16.6%
LDC Base Rate 2.4 Kbps 3yr	16.5%
LDC Base Rate 2.4 Kbps 5yr	16.5%
LDC Base Rate 4.8 Kbps mo	16.7%
LDC Base Rate 4.8 Kbps 1yr	16.6%
LDC Base Rate 4.8 Kbps 3yr	16.5%
LDC Base Rate 4.8 Kbps 5yr	16.5%
LDC Base Rate 9.6 Kbps mo	16.7%
LDC Base Rate 9.6 Kbps 1yr	16.6%
LDC Base Rate 9.6 Kbps 3yr	16.5%
LDC Base Rate 9.6 Kbps 5yr	16.5%
LDC Base Rate 19.2 Kbps mo	16.7%
LDC Base Rate 19.2 Kbps 1yr	16.6%
LDC Base Rate 19.2 Kbps 3yr	16.5%
LDC Base Rate 19.2 Kbps 5yr	16.5%
LDC Base Rate 56 Kbps mo	16.7%
LDC Base Rate 56 Kbps 1yr	16.6%
LDC Base Rate 56 Kbps 3yr	16.5%
LDC Base Rate 56 Kbps 5yr	16.5%
LDC Base Rate 64 Kbps mo	16.7%
LDC Base Rate 64 Kbps 1yr	16.6%
LDC Base Rate 64 Kbps 3yr	16.5%
LDC Base Rate 64 Kbps 5yr	16.5%
CMT 2.4 Kbps mo	15.8%
CMT 2.4 Kbps 1yr	15.9%
CMT 2.4 Kbps 3yr	15.8%
CMT 2.4 Kbps 5yr	15.7%

CMT 4.8 Kbps mo	15.8%
CMT 4.8 Kbps 1yr	15.9%
CMT 4.8 Kbps 3yr	15.8%
CMT 4.8 Kbps 5yr	15.7%
CMT 9.6 Kbps mo	15.8%
CMT 9.6 Kbps 1yr	15.9%
CMT 9.6 Kbps 3yr	15.8%
CMT 9.6 Kbps 5yr	15.7%
CMT 19.2 Kbps mo	15.8%
CMT 19.2 Kbps 1yr	15.9%
CMT 19.2 Kbps 3yr	15.8%
CMT 19.2 Kbps 5yr	15.7%
CMT 56 Kbps mo	15.8%
CMT 56 Kbps 1yr	15.9%
CMT 56 Kbps 3yr	15.8%
CMT 56 Kbps 5yr	15.7%
CMT 64 Kbps mo	15.8%
CMT 64 Kbps 1yr	15.9%
CMT 64 Kbps 3yr	15.8%
CMT 64 Kbps 5yr	15.7%
CM 2.4 Kbps mo	18.4%
CM 2.4 Kbps 1yr	16.0%
CM 2.4 Kbps 3yr	15.6%
CM 2.4 Kbps 5yr	15.4%
CM 4.8 Kbps mo	18.4%
CM 4.8 Kbps 1yr	16.0%
CM 4.8 Kbps 3yr	15.6%
CM 4.8 Kbps 5yr	15.4%
CM 9.6 Kbps mo	18.4%
CM 9.6 Kbps 1yr	16.0%
CM 9.6 Kbps 3yr	15.6%
CM 9.6 Kbps 5yr	15.4%
CM 19.2 Kbps mo	18.4%
CM 19.2 Kbps 1yr	16.0%
CM 19.2 Kbps 3yr	15.6%
CM 19.2 Kbps 5yr	15.4%
CM 56 Kbps mo	18.4%
CM 56 Kbps 1yr	16.0%
CM 56 Kbps 3yr	15.6%
CM 56 Kbps 5yr	15.4%
CM 64 Kbps mo	18.4%
CM 64 Kbps 1yr	16.0%
CM 64 Kbps 3yr	15.6%
CM 64 Kbps 5yr	15.4%
Bridging mo	16.3%
Bridging 1yr	16.2%
Bridging 3yr	16.1%
Bridging 5yr	16.1%
Base Rate Term for ARS mo	15.8%
Base Rate Term for ARS 1yr	15.7%
Base Rate Term for ARS 3yr	15.5%
Base Rate Term for ARS 5yr	15.4%

LDC 1.544 Mbps Area A month	15.1%
LDC 1.544 Mbps Area A 1 year	15.0%
LDC 1.544 Mbps Area A 3 year	17.3%
LDC 1.544 Mbps Area A 5 year	17.1%
LDC 1.544 Mbps Area A 1 year (pre 4/23/97)	17.2%
CMT 1.544 Mbps Monthly	17.2%
CMT 1.544 Mbps 1 year	16.9%
CMT 1.544 Mbps 3 year	16.6%
CMT 1.544 Mbps 5 year	16.4%
CM 1.544 Mbps, per mi Monthly	24.4%
CM 1.544 Mbps, per mi 1 year	32.7%
CM 1.544 Mbps, per mi 3 year	22.2%
CM 1.544 Mbps, per mi 5 year	21.1%
CO MUX 1.544 Mbps Monthly	15.1%
CO MUX 1.544 Mbps 1 year	15.1%
CO MUX 1.544 Mbps 3 year	15.0%
CO MUX 1.544 Mbps	14.9%
MUX Analog Conn 1.544 Mbps Monthly	18.4%
MUX Analog Conn 1.544 Mbps 1 year	18.4%
MUX Analog Conn 1.544 Mbps 3 year	18.4%
MUX Analog Conn 1.544 Mbps 5 year	18.4%
MUX Digital Conn 1.544 Mbps Monthly	18.4%
MUX Digital Conn 1.544 Mbps 1 year	18.4%
MUX Digital Conn 1.544 Mbps 3 year	18.4%
MUX Digital Conn 1.544 Mbps 5 year	18.4%
Clear Channel Capability, per DS1 NRC	82.2%
ARS System Loc Fract DS1 Port Term mo	16.4%
ARS System Loc Fract DS1 Port Term 1yr	16.3%
ARS System Loc Fract DS1 Port Term 3yr	16.1%
ARS System Loc Fract DS1 Port Term 5yr	16.0%
DS1 to DS1 Cross Connect 3 days	15.2%
DS1 to DS1 Cross Connect 1 day	15.2%
44.736 Mbps DS3 Area A, mo	17.4%
44.736 Mbps DS3 Area A, 1 year	17.4%
44.736 Mbps DS3 Area A 3 year	17.0%
44.736 Mbps DS3 Area A, 5 year	16.3%
44.736 Mbps DS3B Area A, mo	18.2%
44.736 Mbps DS3B Area A, 1 year	18.2%
44.736 Mbps DS3B Area A 3 year	17.8%
44.736 Mbps DS3B Area A, 5 year	16.9%
44.736 Mbps DS3C Area A, mo	19.3%
44.736 Mbps DS3C Area A, 1 year	19.3%
44.736 Mbps DS3C Area A 3 year	18.9%
44.736 Mbps DS3C Area A, 5 year	17.4%
44.736 Mbps DS3F Area A, mo	16.7%
44.736 Mbps DS3F Area A, 1 year	16.7%
44.736 Mbps DS3F Area A 3 year	16.3%
44.736 Mbps DS3F Area A, 5 year	15.6%
44.736 Mbps DS3L Area A, mo	17.8%
44.736 Mbps DS3L Area A, 1 year	17.8%
44.736 Mbps DS3L Area A 3 year	17.2%
44.736 Mbps DS3L Area A, 5 year	16.1%

44.736 Mbps DS3X Area A, mo	17.2%
44.736 Mbps DS3X Area A, 1 year	17.2%
44.736 Mbps DS3X Area A 3 year	16.5%
44.736 Mbps DS3X Area A, 5 year	16.0%
DS Channel Term	16.8%
CMT 44.736 Mbps DS3 mo	16.7%
CMT 44.736 Mbps DS3 1yr	16.6%
CMT 44.736 Mbps DS3 3yr	16.4%
CMT 44.736 Mbps DS3 5yr	16.2%
CM 44.736 Mbps DS3 Monthly	18.8%
CM 44.736 Mbps DS3 1 year	18.5%
CM 44.736 Mbps DS3 3 year	18.1%
CM 44.736 Mbps DS3 5 year	17.9%
MUX DS3 to DS1 Monthly	17.3%
MUX DS3 to DS1 1 year	17.2%
MUX DS3 to DS1 3 year	16.9%
MUX DS3 to DS1 5 year	16.7%
MUX DS3 to Base Rate Monthly	15.2%
MUX DS3 to Base Rate 1 year	15.2%
MUX DS3 to Base Rate 3 year	15.2%
MUX DS3 to Base Rate 5 year	15.2%
Addl 24 V/Base Rate Chan, per 24 chan Monthly	15.2%
Addl 24 V/Base Rate Chan, per 24 chan 1 year	15.2%
Addl 24 V/Base Rate Chan, per 24 chan 3 year	15.2%
Addl 24 V/Base Rate Chan, per 24 chan 5 year	15.2%
ARS Sys Loc Port Term, per DS3 Term mo	15.2%
ARS Sys Loc Port Term, per DS3 Term 1yr	15.2%
ARS Sys Loc Port Term, per DS3 Term 3yr	15.2%
ARS Sys Loc Port Term, per DS3 Term 5yr	15.2%
DS1 to DS1 Cross Connect 3 Days	15.2%
DS1 to DS1 Cross Connect 1 Day	15.2%
DS3 to DS3 Cross Connect 3 Days	15.2%
DS3 to DS3 Cross Connect 1 Day	15.2%
ARS, Customer DB NRC	15.2%
ARS, Customer DB	15.2%
ARS, Customer DB 1 yr	15.2%
ARS, Customer DB 3 yr	15.2%
ARS, Customer DB 5 yr	15.2%
Database Modification NRC	15.2%
ARS Access Arrange	15.2%
ARS Access Arrange	15.2%
ARS Access Arrange	15.2%
ARS Access Arrange	15.2%
ARS Access Arrange	15.2%
Attendant Access, 1st 30 min	15.2%
Attendant Access, Addl 15 min	15.2%
ARS Training per hour - NRC	0.0%
FD 1st mi or fraction	6.4%
FD 1st mi or fraction	6.4%
FD Addl mi or fraction	8.1%
FD Addl mi or fraction	8.1%
SBC Illinois ProtectPath 1.5 Svc Chg - per arrangement	15.0%

SBC Illinois ProtectPath 45 Svc Chg - per arrangement	15.0%
SBC Illinois Frame Relay Admin Chg - per order	5.9%
SBC Illinois Frame Relay Cancel of App of Svc Chg - per 56 Kl	5.9%
SBC Illinois Frame Relay Cancel of App of Svc Chg - per 64 Kl	5.9%
SBC Illinois Frame Relay Cancel of App of Svc Chg - per 128 k	5.9%
SBC Illinois Frame Relay Cancel of App of Svc Chg - per 256 k	5.9%
SBC Illinois Frame Relay Cancel of App of Svc Chg - per 384 k	5.9%
SBC Illinois Frame Relay Cancel of App of Svc Chg - per 1.544	5.9%
SBC Illinois Frame Relay Cancel of App of Svc Chg - per 44.73	5.9%
SBC Illinois Frame Relay Cust Req Order Delay Chrg - per UN	5.9%
SBC Illinois Frame Relay Cust Req Order Delay Chrg - per NN	5.9%
SBC Illinois Frame Relay Cust Req Order Delay Chrg - per Hul	5.9%
SBC Illinois Frame Relay Cust Req Order Delay Chrg - per Hul	5.9%
SBC Illinois Frame Relay Change Charge - per order (max 20	5.9%
SBC Illinois Frame Relay UNI Connection - per UNI 56 Kbps N	5.2%
SBC Illinois Frame Relay UNI Connection - per UNI 64 Kbps N	5.2%
SBC Illinois Frame Relay UNI Connection - per UNI 128 Kbps	5.1%
SBC Illinois Frame Relay UNI Connection - per UNI 256 Kbps	5.1%
SBC Illinois Frame Relay UNI Connection - per UNI 384 Kbps	5.1%
SBC Illinois Frame Relay UNI Connection - per UNI 1.544 Mbp	5.1%
SBC Illinois Frame Relay UNI Connection - per UNI 44.736 Mb	5.5%
SBC Illinois Frame Relay UNI Connection - per UNI 56 Kbps 1	5.2%
SBC Illinois Frame Relay UNI Connection - per UNI 64 Kbps 1	5.2%
SBC Illinois Frame Relay UNI Connection - per UNI 128 Kbps	5.6%
SBC Illinois Frame Relay UNI Connection - per UNI 256 Kbps	5.4%
SBC Illinois Frame Relay UNI Connection - per UNI 384 Kbps	5.4%
SBC Illinois Frame Relay UNI Connection - per UNI 1.544 Mbp	5.4%
SBC Illinois Frame Relay UNI Connection - per UNI 44.736 Mb	4.9%
SBC Illinois Frame Relay UNI Connection - per UNI 56 Kbps 3	5.1%
SBC Illinois Frame Relay UNI Connection - per UNI 64 Kbps 3	5.1%
SBC Illinois Frame Relay UNI Connection - per UNI 128 Kbps	5.4%
SBC Illinois Frame Relay UNI Connection - per UNI 256 Kbps	5.2%
SBC Illinois Frame Relay UNI Connection - per UNI 384 Kbps	5.2%
SBC Illinois Frame Relay UNI Connection - per UNI 1.544 Mbp	5.1%
SBC Illinois Frame Relay UNI Connection - per UNI 44.736 Mb	5.0%
SBC Illinois Frame Relay UNI Connection - per UNI 56 Kbps 6	5.1%
SBC Illinois Frame Relay UNI Connection - per UNI 64 Kbps 6	5.1%
SBC Illinois Frame Relay UNI Connection - per UNI 128 Kbps	5.3%
SBC Illinois Frame Relay UNI Connection - per UNI 256 Kbps	5.1%
SBC Illinois Frame Relay UNI Connection - per UNI 384 Kbps	5.1%
SBC Illinois Frame Relay UNI Connection - per UNI 1.544 Mbp	5.2%
SBC Illinois Frame Relay UNI Connection - per UNI 44.736 Mb	5.0%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 56 Kb	5.2%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 64 Kb	5.2%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 1.544	5.1%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 44.73	5.2%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 56 Kb	5.4%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 64 Kb	5.4%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 1.544	5.5%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 44.73	5.0%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 56 Kb	5.4%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 64 Kb	5.4%

Am Frame Relay Hubbed UNI Connection - per Hub UNI 1.544	5.3%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 44.73	5.0%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 56 Kb	5.5%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 64 Kb	5.5%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 1.544	5.3%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 44.73	5.1%
Am Frame Relay Hubbed UNI Conn - per Hub UNI X-Conn 56	11.8%
Am Frame Relay Hubbed UNI Conn - per Hub UNI X-Conn 64	11.8%
Am Frame Relay Hubbed UNI Conn - per Hub UNI X-Conn 1.5	5.2%
Am Frame Relay Hubbed UNI Conn - per Hub UNI X-Conn 44.	8.7%
SBC Illinois Frame Relay NNI Connection - per NNI 56 Kbps N	5.2%
SBC Illinois Frame Relay NNI Connection - per NNI 64 Kbps N	5.2%
SBC Illinois Frame Relay NNI Connection - per NNI 1.544 Mbp	5.1%
SBC Illinois Frame Relay UNI Connection - per UNI 44.736 Mb	5.5%
SBC Illinois Frame Relay NNI Connection - per NNI 56 Kbps 1	5.2%
SBC Illinois Frame Relay NNI Connection - per NNI 64 Kbps 1	5.2%
SBC Illinois Frame Relay NNI Connection - per NNI 1.544 Mbp	5.4%
SBC Illinois Frame Relay NNI Connection - per NNI 44.736 Mb	4.9%
SBC Illinois Frame Relay NNI Connection - per NNI 56 Kbps 3	5.1%
SBC Illinois Frame Relay NNI Connection - per NNI 64 Kbps 3	5.1%
SBC Illinois Frame Relay NNI Connection - per NNI 1.544 Mbp	5.1%
SBC Illinois Frame Relay NNI Connection - per NNI 44.736 Mb	5.0%
SBC Illinois Frame Relay NNI Connection - per NNI 56 Kbps 6	5.1%
SBC Illinois Frame Relay NNI Connection - per NNI 64 Kbps 6	5.1%
SBC Illinois Frame Relay NNI Connection - per NNI 1.544 Mbp	5.2%
SBC Illinois Frame Relay NNI Connection - per NNI 44.736 Mb	5.0%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 56 Kb	5.2%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 64 Kb	5.2%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 1.544	5.1%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 44.73	5.5%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 56 Kb	5.3%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 64 Kb	5.3%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 1.544	5.1%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 44.73	5.0%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 56 Kb	5.1%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 64 Kb	5.1%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 1.544	4.9%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 44.73	5.0%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 56 Kb	5.3%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 64 Kb	5.3%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 1.544	4.9%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 44.73	5.1%
Am Frame Relay Hubbed NNI Conn - per Hub NNI X-Conn 56	8.7%
Am Frame Relay Hubbed NNI Conn - per Hub NNI X-Conn 64	8.7%
Am Frame Relay Hubbed NNI Conn - per Hub NNI X-Conn 1.5	5.0%
Am Frame Relay Hubbed NNI Conn - per Hub NNI X-Conn 44.	8.7%
SBC Illinois Frame Relay Per PVC at CIR - 0 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 8 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 9.6 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 16 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 19.2 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 28 Kbps NRC	4.9%

SBC Illinois Frame Relay Per PVC at CIR - 32 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 56 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 64 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 128 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 192 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 256 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 320 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 384 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 448 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 512 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 576 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 640 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 704 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 768 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 832 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 896 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 960 Kbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 0 Kbps 12 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 8 Kbps 12 Mo	4.1%
SBC Illinois Frame Relay Per PVC at CIR - 9.6 Kbps 12 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 16 Kbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 19.2 Kbps 12 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 28 Kbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 32 Kbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 56 Kbps 12 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 64 Kbps 12 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 128 Kbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 192 Kbps 12 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 256 Kbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 320 Kbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 384 Kbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 448 Kbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 512 Kbps 12 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 576 Kbps 12 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 640 Kbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 704 Kbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 768 Kbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 832 Kbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 896 Kbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 960 Kbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 0 Kbps 36 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 8 Kbps 36 Mo	4.1%
SBC Illinois Frame Relay Per PVC at CIR - 9.6 Kbps 36 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 16 Kbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 19.2 Kbps 36 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 28 Kbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 32 Kbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 56 Kbps 36 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 64 Kbps 36 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 128 Kbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 192 Kbps 36 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 256 Kbps 36 Mo	4.9%

SBC Illinois Frame Relay Per PVC at CIR - 320 Kbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 384 Kbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 448 Kbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 512 Kbps 36 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 576 Kbps 36 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 640 Kbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 704 Kbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 768 Kbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 832 Kbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 896 Kbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 960 Kbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 0 Kbps 60 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 8 Kbps 60 Mo	4.1%
SBC Illinois Frame Relay Per PVC at CIR - 9.6 Kbps 60 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 16 Kbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 19.2 Kbps 60 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 28 Kbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 32 Kbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 56 Kbps 60 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 64 Kbps 60 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 128 Kbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 192 Kbps 60 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 256 Kbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 320 Kbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 384 Kbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 448 Kbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 512 Kbps 60 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 576 Kbps 60 Mo	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 640 Kbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 704 Kbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 768 Kbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 832 Kbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 896 Kbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 960 Kbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.024 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.088 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.152 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.216 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.280 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.344 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.408 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.472 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.536 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.544 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 3.088 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 4.632 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 6.176 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 7.720 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 9.264 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 10.808 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 12.350 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 13.896 Mbps NRC	4.9%

SBC Illinois Frame Relay Per PVC at CIR - 15.440 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 16.984 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 18.528 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 20.072 Mbps NRC	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.024 Mbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.088 Mbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.152 Mbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.216 Mbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.280 Mbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.344 Mbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.408 Mbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.472 Mbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.536 Mbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.544 Mbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 3.088 Mbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 4.632 Mbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 6.176 Mbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 7.720 Mbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 9.264 Mbps 12 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 10.808 Mbps 12 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 12.350 Mbps 12 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 13.896 Mbps 12 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 15.440 Mbps 12 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 16.984 Mbps 12 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 18.528 Mbps 12 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 20.072 Mbps 12 M	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 1.024 Mbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.088 Mbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.152 Mbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.216 Mbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.280 Mbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.344 Mbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.408 Mbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.472 Mbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.536 Mbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.544 Mbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 3.088 Mbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 4.632 Mbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 6.176 Mbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 7.720 Mbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 9.264 Mbps 36 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 10.808 Mbps 36 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 12.350 Mbps 36 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 13.896 Mbps 36 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 15.440 Mbps 36 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 16.984 Mbps 36 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 18.528 Mbps 36 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 20.072 Mbps 36 M	5.0%
SBC Illinois Frame Relay Per PVC at CIR - 1.024 Mbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.088 Mbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.152 Mbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.216 Mbps 60 Mo	4.9%

SBC Illinois Frame Relay Per PVC at CIR - 1.280 Mbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.344 Mbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.408 Mbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.472 Mbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.536 Mbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 1.544 Mbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 3.088 Mbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 4.632 Mbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 6.176 Mbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 7.720 Mbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 9.264 Mbps 60 Mo	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 10.808 Mbps 60 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 12.350 Mbps 60 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 13.896 Mbps 60 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 15.440 Mbps 60 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 16.984 Mbps 60 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 18.528 Mbps 60 M	4.9%
SBC Illinois Frame Relay Per PVC at CIR - 20.072 Mbps 60 M	5.0%
SBC Illinois Frame Relay Promo UNI Connection per UNI 56 K	4.7%
SBC Illinois Frame Relay Promo UNI Connection per UNI 128	5.0%
SBC Illinois Frame Relay Promo UNI Connection per UNI 256	4.9%
SBC Illinois Frame Relay Promo UNI Connection per UNI 384	4.9%
SBC Illinois Frame Relay Promo UNI Connection per UNI 1.54	5.1%
Admin Chrg - per order - OC-3 Dedicated Ring NRC	12.9%
Admin Chrg - per order - OC-12 Dedicated Ring NRC	12.9%
Admin Chrg - per order - OC-48 Dedicated Ring NRC	12.9%
Design & CO Conn Chrg - per order - OC-3 Dedicated Ring N	13.7%
Design & CO Conn Chrg - per order - OC-12 Dedicated Ring	13.7%
Design & CO Conn Chrg - per order - OC-48 Dedicated Ring	13.7%
Re-Map Svc - Init svc script est/test chrg Per OC-3 Ring NRC	13.9%
Re-Map Svc - Init svc script est/test chrg Per OC-12 Ring NR	14.7%
Re-Map Svc - Init svc script est/test chrg Per OC-12 DDN Ring	13.9%
Re-Map Svc - Init svc script est/test chrg Per OC-48 Ring NR	14.5%
Re-Map Svc - Sub svc script activity chrg Per OC-3 Ring NR	13.9%
Re-Map Svc - Sub svc script activity chrg Per OC-12 Ring NR	14.7%
Re-Map Svc - Sub svc script activity chrg Per OC-12 DDN Rin	13.9%
Re-Map Svc - Sub svc script activity chrg Per OC-48 Ring NR	15.2%
Re-Map Svc - Scheduled test chrg Per OC-3 Ring NRC	14.6%
Re-Map Svc - Scheduled test chrg Per OC-12 Ring NRC	15.9%
Re-Map Svc - Scheduled test chrg Per OC-12 DDN Ring NR	14.6%
Re-Map Svc - Scheduled test chrg Per OC-48 Ring NRC	16.8%
Re-Map Svc - Emergency Re-Map Activation Per OC-3 Ring	14.6%
Re-Map Svc - Emergency Re-Map Activation Per OC-12 Ring	15.9%
Re-Map Svc - Emergency Re-Map Activation Per OC-12 DDN	14.6%
Re-Map Svc - Emergency Re-Map Activation Per OC-48 Ring	16.7%
Dedicated Ring-Node-OC-3-Cust Prem-First - 36 Mo	13.8%
Dedicated Ring-Node-OC-3-Cust Prem-First Re-Map - 36 Mo	12.3%
Dedicated Ring-Node-OC-3-Cust Prem-Additional - 36 Mo	13.5%
Dedicated Ring-Node-OC-3-Cust Prem-Additional Re-Map - 36	15.6%
Dedicated Ring-Node-OC-3-CO-36 Mo	17.0%
Dedicated Ring-Node-OC-3-Cust Prem-First - 60 Mo	17.0%
Dedicated Ring-Node-OC-3-Cust Prem-First Re-Map - 60 Mo	15.1%

Dedicated Ring-Node-OC-3-Cust Prem-Additional - 60 Mo	13.5%
Dedicated Ring-Node-OC-3-Cust Prem-Additional Re-Map - 60	15.0%
Dedicated Ring-Node-OC-3-CO- 60 Mo	16.7%
Dedicated Ring-Node-OC-12-Cust Prem-First - 36 Mo	18.1%
Dedicated Ring-Node-OC-12-Cust Prem-First Re-Map - 36 Mo	16.6%
Dedicated Ring-Node-OC-12-Cust Prem-Additional - 36 Mo	13.5%
Dedicated Ring-Node-OC-12-Cust Prem-Additional Re-Map - 3	16.5%
Dedicated Ring-Node-OC-12-CO- 36 Mo	17.9%
Dedicated Ring-Node-OC-12-Cust Prem-First - 60 Mo	17.8%
Dedicated Ring-Node-OC-12-Cust Prem-First Re-Map - 60 Mo	15.8%
Dedicated Ring-Node-OC-12-Cust Prem-Additional - 60 Mo	13.5%
Dedicated Ring-Node-OC-12-Cust Prem-Additional Re-Map - 6	15.8%
Dedicated Ring-Node-OC-12-CO- 60 Mo	17.4%
Dedicated Ring-Node- Direct Drop -Cust Prem-First - 36 Mo	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-First Re-Map -	17.9%
Dedicated Ring-Node- Direct Drop -Cust Prem-Additional - 36	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-Additional Re-M	17.9%
Dedicated Ring-Node-Direct Drop -CO-36 Mo	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-First - 60 Mo	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-First Re-Map -	16.8%
Dedicated Ring-Node- Direct Drop -Cust Prem-Additional - 60	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-Additional Re-M	16.8%
Dedicated Ring-Node-Direct Drop -CO- 60 Mo	13.5%
Dedicated Ring-Node-OC-48-Cust Prem-First - 36 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-First Re-Map - 36 Mo	18.4%
Dedicated Ring-Node-OC-48-Cust Prem-Additional - 36 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-Additional Re-Map - 3	17.8%
Dedicated Ring-Node-OC-48-CO- 36 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-First - 60 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-First Re-Map - 60 Mo	17.3%
Dedicated Ring-Node-OC-48-Cust Prem-Additional - 60 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-Additional Re-Map - 6	16.8%
Dedicated Ring-Node-OC-48-CO- 60 Mo	92.4%
Dedicated Ring-Node-NRC-Cust Prem-Subs In-NRC	17.2%
Dedicated Ring-Node-NRC-Cust Prem Re-Map -Subs In-NRC	13.7%
Dedicated Ring-Node-NRC-CO-Subseq instal-NRCl	16.6%
Dedicated Ring-OC48 Add/Drop Capability, per arr 36 Mo	92.4%
Dedicated Ring-OC48 Add/Drop Capability, per arr 60 Mo	92.4%
Dedicated Ring-OC48 Add/Drop Capability, Re-Map per arr 3	17.9%
Dedicated Ring-OC48 Add/Drop Capability, Re-Map per arr 6	17.0%
Dedicated Ring-Node-NRC-Subsequent install	13.5%
Dedicated Ring-Ports per Node-DS1 at OC3-36 Mo	17.7%
Dedicated Ring-Ports per Node-DS3 at OC3-36 Mo	17.0%
Dedicated Ring-Ports per Node-DS3 at OC12 DDN-36 Mo	13.5%
Dedicated Ring-Ports per Node-DS3 at OC12-36 Mo	18.2%
Dedicated Ring-Ports per Node-OC3 at OC12-36 Mo	16.5%
Dedicated Ring-Ports per Node-DS1 at OC12 DDN-36 Mo	13.5%
Dedicated Ring-Ports per Node-DS1 at OC12-36 Mo	17.7%
Dedicated Ring-Ports per Node-OC-12 at OC48-36 Mo	92.4%
Dedicated Ring-Ports per Node-OC3 at OC48-36 Mo	92.4%
Dedicated Ring-Ports per Node-DS3 at OC48-36 Mo	92.4%
Dedicated Ring-Ports per Node-DS1 at OC48-36 Mo	92.4%

Dedicated Ring-Ports per Node-DS1 at OC3-60 Mo	18.2%
Dedicated Ring-Ports per Node-DS3 at OC3-60 Mo	17.1%
Dedicated Ring-Ports per Node-DS3 at OC12 DDN-60 Mo	13.5%
Dedicated Ring-Ports per Node-DS3 at OC12-60 Mo	18.4%
Dedicated Ring-Ports per Node-OC3 at OC12-60 Mo	16.5%
Dedicated Ring-Ports per Node-DS1 at OC12 DDN-60 Mo	13.5%
Dedicated Ring-Ports per Node-DS1 at OC12-60 Mo	18.2%
Dedicated Ring-Ports per Node-OC-12 at OC48-60 Mo	92.4%
Dedicated Ring-Ports per Node-OC3 at OC48-60 Mo	92.4%
Dedicated Ring-Ports per Node-DS3 at OC48-60 Mo	92.4%
Dedicated Ring-Ports per Node-DS1 at OC48-60 Mo	92.4%
Dedicated Ring-Ports per Node-NRC subs install OC-12	13.5%
Dedicated Ring-Ports per Node-NRC subs install OC-3	17.2%
Dedicated Ring-Ports per Node-NRC subs install DS3	16.8%
Dedicated Ring-Ports per Node-NRC subs install DS1	16.7%
Dedicated Ring-Mileage OC-3 - 36 Mo	18.2%
Dedicated Ring-Mileage OC-12 - 36 Mo	16.0%
Dedicated Ring-Mileage OC-48 - 36 Mo	92.4%
Dedicated Ring-Mileage OC-3 - 60 Mo	17.8%
Dedicated Ring-Mileage OC-12 - 60 Mo	15.7%
Dedicated Ring-Mileage OC-48 - 60 Mo	92.4%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty per OC-3	16.8%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty per OC-3	16.7%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty Re-Map	14.7%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty Re-Map	14.3%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty per OC-3	16.7%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-3	14.9%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-1	14.9%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-1	14.9%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-4	14.9%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-3	14.7%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-1	14.7%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-1	14.7%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-4	14.7%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Port at OC-3	14.8%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Port at OC-12	14.8%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Port at OC-3	14.6%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Port at OC-12	14.6%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Block at OC-1	14.6%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Block at OC-4	16.4%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Block at OC-1	14.5%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Block at OC-4	16.1%
Dedicated Ring - Re-Map Cap per OC-3 Re-Map Port at OC-1	15.2%
Dedicated Ring - Re-Map Cap per OC-3 Re-Map Port at OC-4	14.8%
Dedicated Ring - Re-Map Cap per OC-3 Re-Map Port at OC-1	14.9%
Dedicated Ring - Re-Map Cap per OC-3 Re-Map Port at OC-4	14.5%
Dedicated Ring - Re-Map Cap per OC-12 Re-Map Port at OC-	14.1%
Dedicated Ring - Re-Map Cap per OC-12 Re-Map Port at OC-	14.0%
Dedicated Ring-Regenerator OC-3 36 Mo	17.1%
Dedicated Ring-Regenerator OC-12 36 Mo	17.9%
Dedicated Ring-Regenerator OC-48 36 Mo	92.4%
Dedicated Ring-Regenerator OC-3 60 Mo	16.7%

Dedicated Ring-Regenerator OC-12 60 Mo	17.5%
Dedicated Ring-Regenerator OC-48 60 Mo	92.4%
Dedicated Ring-Regenerator NRC for subsequent install	17.0%
Shared Network Arrangement NRC for processing charge	13.5%
ALIS Admin Charge - NRC	13.2%
ALIS Design & Connection, per channel - NRC	14.3%
ALIS Customer Connect Charge - NRC	13.3%
ALIS Wire Ctr Term, per term Monthly Extension	24.3%
ALIS Wire Ctr Term, per term 36 mo	22.6%
ALIS Wire Ctr Term, per term 60 mo	21.2%
ALIS Wire Ctr Term, per term 84 mo	19.8%
ALIS Node Term, per point of term Monthly Extension	19.5%
ALIS Node Term, per point of term 36 mo	18.4%
ALIS Node Term, per point of term 60 mo	17.6%
ALIS Node Term, per point of term 84 mo	16.8%
ALIS Node Term, Fiber Optic Facilities - facility route, per 1/10	44.9%
ALIS Node Term, Fiber Optic Facilities - facility route, per 1/10	41.4%
ALIS Node Term, Fiber Optic Facilities - facility route, per 1/10	39.9%
ALIS Node Term, Fiber Optic Facilities - facility route, per 1/10	39.5%
ALIS Node Port, per 4 Mbps CI Monthly Extension	20.9%
ALIS Node Port, per 4 Mbps CI 36 mo	19.7%
ALIS Node Port, per 4 Mbps CI 60 mo	18.6%
ALIS Node Port, per 4 Mbps CI 84 mo	17.7%
ALIS Node Port, per 10 Mbps CI Monthly Extension	20.4%
ALIS Node Port, per 10 Mbps CI 36 mo	19.2%
ALIS Node Port, per 10 Mbps CI 60 mo	18.2%
ALIS Node Port, per 10 Mbps CI 84 mo	17.4%
ALIS Node Port, per 16 Mbps CI Monthly Extension	20.9%
ALIS Node Port, per 16 Mbps CI 36 mo	19.7%
ALIS Node Port, per 16 Mbps CI 60 mo	18.6%
ALIS Node Port, per 16 Mbps CI 84 mo	17.7%
ALIS Node Port, per 1 Gbps CI Monthly Extension	14.4%
ALIS Node Port, per 1 Gbps CI 36 mo	14.3%
ALIS Node Port, per 1 Gbps CI 60 mo	14.2%
ALIS Node Port, per 1 Gbps CI 84 mo	14.1%
ALIS Channel Mileage, per inter-wire ctr mile Monthly Extensio	40.7%
ALIS Channel Mileage, per inter-wire ctr mile 36 mo	37.5%
ALIS Channel Mileage, per inter-wire ctr mile 60 mo	36.2%
ALIS Channel Mileage, per inter-wire ctr mile 84 mo	35.6%
ALIS Uninterrupted Power Supply UPS, per node term Monthly	21.7%
ALIS Uninterrupted Power Supply UPS, per node term 36 mo	20.3%
ALIS Uninterrupted Power Supply UPS, per node term 60 mo	18.5%
ALIS Uninterrupted Power Supply UPS, per node term 84 mo	18.1%
ALIS Secondary UPS, per node term Monthly Extension	20.8%
ALIS Secondary UPS, per node term 36 mo	19.5%
ALIS Secondary UPS, per node term 60 mo	18.5%
ALIS Secondary UPS, per node term 84 mo	17.6%
ALIS Secondary TDM Switch Mod, per node term Monthly Exte	17.4%
ALIS Secondary TDM Switch Mod, per node term 36 mo	16.7%
ALIS Secondary TDM Switch Mod, per node term 60 mo	16.1%
ALIS Secondary TDM Switch Mod, per node term 84 mo	15.5%
ALIS DTF Channel Mileage, per interoffice mi Monthly Extensio	40.7%

ALIS DTF Channel Mileage, per interoffice mi 36 mo	37.5%
ALIS DTF Channel Mileage, per interoffice mi 60 mo	36.2%
ALIS DTF Channel Mileage, per interoffice mi 84 mo	35.6%
ALIS DTF Node Termination Facilities, per node termination M	21.9%
ALIS DTF Node Termination Facilities, per node termination 36	20.5%
ALIS DTF Node Termination Facilities, per node termination 60	31.5%
ALIS DTF Node Termination Facilities, per node termination 84	18.3%
ALIS DTF Facility Route, per 1/10 mile Monthly Extension	44.9%
ALIS DTF Facility Route, per 1/10 mile 36 mo	41.4%
ALIS DTF Facility Route, per 1/10 mile 60 mo	39.9%
ALIS DTF Facility Route, per 1/10 mile 84 mo	39.5%
SBC Illinois 128, 256 & 384 Service - Admin Charge Area A	12.7%
SBC Illinois 128, 256 & 384 Service - Admin Charge Area B	12.7%
SBC Illinois 128, 256 & 384 Service - Admin Charge Area C	12.7%
SBC Illinois 128, 256 & 384 Service - Design & CO Connect Cl	12.9%
SBC Illinois 128, 256 & 384 Service - Design & CO Connect Cl	12.9%
SBC Illinois 128, 256 & 384 Service - Design & CO Connect Cl	12.9%
SBC Illinois 128, 256 & 384 Service - Customer Connect Charg	13.0%
SBC Illinois 128, 256 & 384 Service - Customer Connect Charg	13.0%
SBC Illinois 128, 256 & 384 Service - Customer Connect Charg	13.0%
SBC Illinois 128, 256 & 384 Service - LDC Area A Mo	38.6%
SBC Illinois 128, 256 & 384 Service - LDC Area A 12 Mo	39.5%
SBC Illinois 128, 256 & 384 Service - LDC Area A 36 Mo	26.0%
SBC Illinois 128, 256 & 384 Service - LDC Area A 60 Mo	25.9%
SBC Illinois 128, 256 & 384 Service - LDC Area B Mo	31.1%
SBC Illinois 128, 256 & 384 Service - LDC Area B 12 Mo	32.2%
SBC Illinois 128, 256 & 384 Service - LDC Area B 36 Mo	19.4%
SBC Illinois 128, 256 & 384 Service - LDC Area B 60 Mo	19.2%
SBC Illinois 128, 256 & 384 Service - LDC Area C Mo	24.5%
SBC Illinois 128, 256 & 384 Service - LDC Area C 12 Mo	25.6%
SBC Illinois 128, 256 & 384 Service - LDC Area C 36 Mo	18.0%
SBC Illinois 128, 256 & 384 Service - LDC Area C 60 Mo	17.7%
SBC Illinois 128, 256 & 384 Service - CMT Area A Mo	17.5%
SBC Illinois 128, 256 & 384 Service - CMT Area A 12 Mo	17.5%
SBC Illinois 128, 256 & 384 Service - CMT Area A 36 Mo	17.5%
SBC Illinois 128, 256 & 384 Service - CMT Area A 60 Mo	17.5%
SBC Illinois 128, 256 & 384 Service - CMT Area B Mo	17.5%
SBC Illinois 128, 256 & 384 Service - CMT Area B 12 Mo	17.5%
SBC Illinois 128, 256 & 384 Service - CMT Area B 36 Mo	17.5%
SBC Illinois 128, 256 & 384 Service - CMT Area B 60 Mo	17.5%
SBC Illinois 128, 256 & 384 Service - CMT Area C Mo	17.5%
SBC Illinois 128, 256 & 384 Service - CMT Area C 12 Mo	17.5%
SBC Illinois 128, 256 & 384 Service - CMT Area C 36 Mo	17.5%
SBC Illinois 128, 256 & 384 Service - CMT Area C 60 Mo	17.5%
SBC Illinois 128, 256 & 384 Service - Channel Mileage Area A	20.3%
SBC Illinois 128, 256 & 384 Service - Channel Mileage Area A	20.3%
SBC Illinois 128, 256 & 384 Service - Channel Mileage Area A	20.3%
SBC Illinois 128, 256 & 384 Service - Channel Mileage Area A	20.3%
SBC Illinois 128, 256 & 384 Service - Channel Mileage Area B	20.3%
SBC Illinois 128, 256 & 384 Service - Channel Mileage Area B	20.3%
SBC Illinois 128, 256 & 384 Service - Channel Mileage Area B	20.3%
SBC Illinois 128, 256 & 384 Service - Channel Mileage Area B	20.3%

SBC Illinois 128, 256 & 384 Service - Channel Mileage Area C	20.3%
SBC Illinois 128, 256 & 384 Service - Channel Mileage Area C	20.3%
SBC Illinois 128, 256 & 384 Service - Channel Mileage Area C	20.3%
SBC Illinois 128, 256 & 384 Service - Channel Mileage Area C	20.3%
SBC Illinois 128, 256 & 384 Service - Shrd Ntwk Arr Proc Chrg	13.5%
SBC Illinois 128, 256 & 384 Service - Shrd Ntwk Arr Proc Chrg	13.5%
SBC Illinois 128, 256 & 384 Service - Shrd Ntwk Arr Proc Chrg	13.5%
SBC Illinois DS1 Service Admin Charge Area A NRC	12.7%
SBC Illinois DS1 Service Admin Charge Area B NRC	12.7%
SBC Illinois DS1 Service Admin Charge Area C NRC	12.7%
SBC Illinois DS1 Design & CO Connection Charge Area A NI	12.9%
SBC Illinois DS1 Design & CO Connection Charge Area B NI	12.9%
SBC Illinois DS1 Design & CO Connection Charge Area C NI	12.9%
SBC Illinois DS1 Customer Connection Charge Area A NRC	13.0%
SBC Illinois DS1 Customer Connection Charge Area B NRC	13.0%
SBC Illinois DS1 Customer Connection Charge Area C NRC	13.0%
SBC Illinois DS1 Service - LDC Area A monthly	15.1%
SBC Illinois DS1 Service - LDC Area A 12 mo	15.0%
SBC Illinois DS1 Service - LDC Area A 36 mo	17.3%
SBC Illinois DS1 Service - LDC Area A 60 mo	17.1%
SBC Illinois DS1 Service - LDC Area B monthly	17.3%
SBC Illinois DS1 Service - LDC Area B 12 mo	17.1%
SBC Illinois DS1 Service - LDC Area B 36 mo	17.0%
SBC Illinois DS1 Service - LDC Area B 60 mo	16.8%
SBC Illinois DS1 Service - LDC Area C monthly	17.4%
SBC Illinois DS1 Service - LDC Area C 12 mo	17.3%
SBC Illinois DS1 Service - LDC Area C 36 mo	13.9%
SBC Illinois DS1 Service - LDC Area C 60 mo	13.7%
SBC Illinois DS1 Service - CMT Area A monthly	17.2%
SBC Illinois DS1 Service - CMT Area A 12 mo	16.9%
SBC Illinois DS1 Service - CMT Area A 36 mo	0.0%
SBC Illinois DS1 Service - CMT Area A 60 mo	-23.9%
SBC Illinois DS1 Service - CMT Area B monthly	17.2%
SBC Illinois DS1 Service - CMT Area B 12 mo	16.9%
SBC Illinois DS1 Service - CMT Area B 36 mo	14.4%
SBC Illinois DS1 Service - CMT Area B 60 mo	13.8%
SBC Illinois DS1 Service - CMT Area C monthly	17.2%
SBC Illinois DS1 Service - CMT Area C 12 mo	16.9%
SBC Illinois DS1 Service - CMT Area C 36 mo	14.4%
SBC Illinois DS1 Service - CMT Area C 60 mo	13.8%
SBC Illinois DS1 Service - Channel Mi, per mile Area A month	11.4%
SBC Illinois DS1 Service - Channel Mi, per mile Area A 12 mo	21.0%
SBC Illinois DS1 Service - Channel Mi, per mile Area A 36 mo	7.2%
SBC Illinois DS1 Service - Channel Mi, per mile Area A 60 mo	7.1%
SBC Illinois DS1 Service - Channel Mi, per mile Area B month	21.8%
SBC Illinois DS1 Service - Channel Mi, per mile Area B 12 mo	21.0%
SBC Illinois DS1 Service - Channel Mi, per mile Area B 36 mo	19.5%
SBC Illinois DS1 Service - Channel Mi, per mile Area B 60 mo	18.7%
SBC Illinois DS1 Service - Channel Mi, per mile Area C month	21.8%
SBC Illinois DS1 Service - Channel Mi, per mile Area C 12 mo	21.0%
SBC Illinois DS1 Service - Channel Mi, per mile Area C 36 mo	19.5%
SBC Illinois DS1 Service - Channel Mi, per mile Area C 60 mo	18.7%

SBC Illinois DS1 Service - Clear Channel Capability, Area A N	82.2%
SBC Illinois DS1 Service - Clear Channel Capability, Area B N	82.2%
SBC Illinois DS1 Service - Clear Channel Capability, Area C N	82.2%
SBC Illinois DS1 Service - Shared Network Arrangement, Area	13.5%
SBC Illinois DS1 Service - Shared Network Arrangement, Area	13.5%
SBC Illinois DS1 Service - Shared Network Arrangement, Area	13.5%
CO Multiplexing & CCS OC-3 to OC-3 monthly	16.8%
CO Multiplexing & CCS OC-12 to OC-12 monthly	16.8%
CO Multiplexing & CCS OC-48 to OC-48 monthly	13.5%
CO Multiplexing & CCS SBC Illinois DS1 per SBC Illinois Base	14.3%
CO Multiplexing & CCS SBC Illinois DS3 per SBC Illinois DS1	14.3%
CO Multiplexing & CCS SBC Illinois DS3 per SBC Illinois DS1	14.3%
CO Multiplexing & CCS SBC Illinois DS3 per SBC Illinois DS1	14.3%
CO Multiplexing & CCS Fiber Hub CC DS0 to DS0 1 Day Re	27.8%
CO Multiplexing & CCS Fiber Hub CC DS0 to DS0 3 Day Re	24.9%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 1 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 1 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 1 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 3 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 3 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 3 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 1 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 1 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 1 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 3 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 3 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 3 Day Re	15.2%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS3 to DS1	15.0%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS3 to DS1	15.0%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS3 to DS1	15.0%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS1 to Bas	14.4%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS1 to Bas	14.4%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS1 to Bas	14.4%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	15.1%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	15.1%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	15.1%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	15.0%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	15.0%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	15.0%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	14.3%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	14.3%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	14.3%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	16.0%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	16.0%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	16.0%

IL **OTHER SERVICES**

Item	Discount

BUS

Packet Switch Analog Asynch, 1.2 Kbps INC	5.1%
Packet Switch Analog Asynch, 1.2 Kbps	6.5%
Packet Switch Analog Asynch, 2.4 Kbps INC	5.1%

Packet Switch Analog Asynch, 2.4 Kbps	6.5%
Packet Switch Analog Asynch, 4.8 Kbps INC	5.1%
Packet Switch Analog Asynch, 4.8 Kbps	6.5%
Packet Switch Analog Asynch, 9.6 Kbps INC	5.1%
Packet Switch Analog Asynch, 9.6 Kbps	6.4%
Packet Switch Analog Synch, 9.6 Kbps INC	4.9%
Packet Switch Analog Synch, 9.6 Kbps	6.5%
Packet Switch Private Dial, 0.3/1.2/2.4 Kbps INC	5.1%
Packet Switch Private Dial, 0.3/1.2/2.4 Kbps	6.5%
Packet Switch Private Dial, 9.6 Kbps INC	5.1%
Packet Switch Private Dial, 9.6 Kbps	5.1%
Packet Switch Digital, 2.4 Kbps INC	5.1%
Packet Switch Digital, 2.4 Kbps	5.6%
Packet Switch Digital, 4.8 Kbps INC	5.1%
Packet Switch Digital, 4.8 Kbps	5.6%
Packet Switch Digital, 9.6 Kbps INC	5.1%
Packet Switch Digital, 9.6 Kbps	5.6%
Packet Switch Digital, 19.2 Kbps INC	5.1%
Packet Switch Digital, 19.2 Kbps	5.6%
Packet Switch Digital, 56 Kbps INC	5.1%
Packet Switch Digital, 56 Kbps	5.6%
Packet Switch Digital, 64 Kbps INC	5.1%
Packet Switch Digital, 64 Kbps	5.6%
Asynchronous PAD Port	7.6%
Packet Port Term X.25 Protocol, 2.4 Kbps	7.6%
Packet Port Term X.25 Protocol, 4.8 Kbps	7.6%
Packet Port Term X.25 Protocol, 9.6 Kbps	7.6%
Packet Port Term X.25 Protocol, 19.2 Kbps	7.6%
Packet Port Term X.25 Protocol, 56 Kbps	5.9%
Packet Port Term X.25 Protocol, 64 Kbps	7.6%
Packet Port Term X.75 Protocol, 2.4 Kbps	7.6%
Packet Port Term X.75 Protocol, 4.8 Kbps	7.6%
Packet Port Term X.75 Protocol, 9.6 Kbps	7.6%
Packet Port Term X.75 Protocol, 19.2 Kbps	7.6%
Packet Port Term X.75 Protocol, 56 Kbps	7.6%
Packet Port Term X.75 Protocol, 64 Kbps	5.9%
Packet Usage Holding Time, 1/10 min	10.0%
Packet Usage Premium Pckt Access, 1/10 min	5.7%
Packet Usage Data Transport, 1/10 min	6.7%
Packet Usage Data Transport per Kilosegment	5.1%
Packet Usage ISDN Interface per Kilosegment	5.1%
Packet Usage Transaction Charge per Min	5.1%
Hunt Group INC	5.6%
Hunt Group	8.7%
Direct Call INC	67.9%
Reverse Charging Acceptance INC	4.9%
Fast Select Acceptance	4.9%
Fast Select Pckt per Request	4.0%
CUG Group	6.9%
CUG Group Member	67.9%
Additonal NTN	66.6%
Permanent Virtual Circuit	67.9%

ILLINOIS BELL TELEPHONE COMPANY RESALE RATES
March 17, 2003

Call Redirection	5.3%
AWN per PBX Trunk	24.0%
AWN per Basic Exch or ISDN Line	25.0%
AWN Out of Ntwk Numbers, 10 numbers	30.0%
AWN Out of Ntwk Numbers, 50 numbers	26.4%
AWN 1-9 Trunks or Lines INC	31.4%
AWN 10-50 Trunks or Lines INC	31.0%
AWN Addl 50 Trunks or Lines INC	28.1%
AWN 1-9 Trunks w/CTX INC	35.1%
AWN Grp of 50 Trunks w/CTX INC	33.4%
AWN Out of Ntwk Numbers, 1st 10 INC	24.6%
AWN Out of Ntwk Numbers, per 50 INC	24.6%
AWN Number Input, 1st 10 INC	24.4%
AWN Number Input, per 50 INC	24.1%
AWN Add/Del/Chg up to 10 Trk or Ln INC	35.2%
AWN Chg Access Code or Report Format	27.5%
Digital Trk Dig CO, No Ln Side Svcs	9.9%
Digital Trk Dig CO, No Ln Side Svcs INC	9.9%
Digital Trunking Other CO	9.9%
Digital Trunking Other CO INC	9.9%

AMERITECH TELEHONE COMPANY

Illinois

	Rate of Elements	Monthly Recurring Rate Initial	Monthly Recurring Rate Additional	Nonrecurring Rate Initial	Nonrecurring Rate Additional
COLLOCATION					
Applicable to All Physical & Virtual Collocation Offerings					
	Cable Vault Splicing - per initial			$ 209.75	
	Cable Vault Splicing - per subsequent			$ 15.55	
	Splice Testing - per Initial			$ 48.13	
	Splice Testing - per subsequent			$ 2.83	
	Cable Pulling MH to Cable Vault-1st ft			$ 227.60	
	Cable Pulling MH to Cable Vault-ea addl ft			$ 1.14	
	Diverse Riser/flr traversed			$ 501.99	
	Power Consumption/Fuse Amp	N/A			
	Power Msmt Billing/Customer Arrgt	$ 11.49			
	Power Consumption/KWH	$ 0.28			
	Power Msmt/Customer Arrgt			$ 2,911.85	
	Power Msmt Engrg Charge/Existing Arrgt			$ 272.47	
	200 Conductor Electrical Cross Connect Block	$ 64.25			
	Digital Cross-Connect Panel(DSX3)/DS3 term	$ 15.21			
	Digital Cross-Connect Panel(DSX1)/DS1 panel	$ 48.56			
	Optical Cross-Conn panel/OCX Panel segment	$ 5.84			
Applicable to Virtual Collocation Only					
	Service Order			$ 115.26	
	Cable Pulling-Vault to LGX Panel- 1st ft			$ 84.93	
	Cable Pulling-Vault to LGX Panel- ea addl ft			$ 0.84	
	Proj Mgmt Fee - initial 7' bay			$ 3,207.73	
	Proj Mgmt Fee - ea subs 7' bay			$ 1,603.87	
	Proj Mgmt Fee - initial shelf			$ 2,405.80	
	Proj Mgmt Fee - ea addl shelf			$ 1,443.48	
	Proj Mgmt Fee - per rearrangement			$ 1,924.64	
	Power Delivery/7' Bay			$ 1,802.03	
	Thru Connect per DSX1 to DSX1	$ 0.24		$ 7.13	
	Thru Connect per OCX to OCX	$ 1.72		$ 7.13	
	7' bay (Co. provided/installed)/bay	$ 26.28		$ 452.34	
	7' bay (cust provided/installed)/bay	$ 22.34			
	Riser Space/fiber termination	$ 1.51			
	Digital Timing Source/timing ckt	$ 2.57			
	Entrance Facility/ft	$ 0.06			
	Optical Line Riser space/ft				
Collocator to Collocator Cross Connect Service for Interconnection (CCCSI)					
	Cable Racking/ft	$ 0.70			
	Project Mgmt Fee			$ 1,028.66	
Premises Report					
	Premises Report			T&M	

AMERITECH TELEHONE COMPANY

Illinois

	Rate of Elements	Monthly Recurring Rate Initial	Monthly Recurring Rate Additional	Nonrecurring Rate Initial	**Nonrecurring Rate Additional**
	Note: T & M - Time and Materials				

1 The rates and charges in this appendix entitled "CLEC Virtual Collocation Embedded Base Rates and Charges" (Pricing Appendix) are CLEC-specific. In the event that the Agreement rates, terms and conditions are the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, the term "CLEC's Virtual Collocation Embedded Base" shall mean the Adopting CLEC's own Virtual Collocation Embedded Base and the nonrecurring and recurring rates associated with such Virtual Collocation Embedded Base shall be the nonrecurring and recurring rates associated with the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Virtual Collocation Embedded Base from or the nonrecurring and recurring rates previously agreed to by the Adopting CLEC and AMERITECH pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and AMERITECH; therefore, in such event, the rates and charges set forth on this Pricing Appendix will be modified to reflect the rates and charges associated with the Adopting CLEC's own Virtual Collocation Embedded Base as more specifically described hereinabove.

Illinois
Merger Conditions Pricing

MERGER CONDITIONS PRICING	USOC	Monthly Rate	Nonrecurring Rate	
Loops Promotion				
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)			
Access Area C - Rural		$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban		$ 5.63	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro		$ 2.59	Uses existing rate in underlying agreement, if none, use generic rate	

SCHEDULE - UNE COMBINATIONS
(Illinois)

UNE-P

2-Wire Basic Analog loop w/ Basic line Port
2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
2-Wire Basic Analog loop w/ Analog DID trunk Port
2-Wire Basic Analog loop w/ Centrex Basic line Port
2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
2-Wire 160kbps (ISDN BRI) Digital Loop to ISDN Direct Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
4-Wire Digital (Loop) with Digital Trunking Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port
2-Wire Analog COPTS Coin Loop with COPTS-Coin Line Port
2-Wire Basic Analog Loop with Basic COPTS Line Port

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Digital Loop to DS1 or DS3 UDT
4-Wire Digital Loop (DS1 Loop) to DS1 or DS3 UDT

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC 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.

1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **SBC INDIANA** under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix PRICING, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if **SBC INDIANA** provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by **SBC INDIANA** and CLEC.

1.5 Except as otherwise agreed upon by the Parties in writing, **SBC INDIANA** shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.

1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

1.7 The following defines the zones found in this Appendix Pricing:

For Loops:

Exchange Area Rate Group:	Total Access Lines:
1	See: Tariff 20, Part 4, Section 2, Sheets 2-2.1
2	See: Tariff 20, Part 4, Section 2, Sheets 2-2.1
3	See: Tariff 20, Part 4, Section 2, Sheets 2-2.1

For Unbundled Interoffice Transmission Facilities:

Rate Zone:	Total Access Lines:
Zone 1	See: FCC #2, Section 7,m Subsection 7.7
Zone 2	See: FCC #2, Section 7,m Subsection 7.7
Zone 3	See: FCC #2, Section 7,m Subsection 7.7

1.8 For modifications of **SBC INDIANA**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

1.9 To the extent a CLEC orders a product/UNE that is not in its current Interconnection Agreement, SBC reserves the right to reject the order. In the event the order is rejected, the CLEC may either issue a BFR or, if the product/UNE is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the product/UNE, the CLEC may request an amendment to its current Interconnection Agreement to provide for the product/UNE under the same terms, conditions and rates as provided in that approved Agreement.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.

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 INDIANA** 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 INDIANA** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.

3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.

3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SBC INDIANA** network, without any changes to **SBC INDIANA**’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 Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **SBC INDIANA** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.

3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS – Shared Transport (ULS-ST)

4.2 General Principles for Stand Alone ULS

4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **SBC INDIANA** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **SBC INDIANA** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General ULS-ST information

4.3.1 Beginning on October 9, 2000, **SBC INDIANA** no longer provides Unbundled Local Switching with Interim Shared Transport (ULS-IST), but rather provides Unbundled Local Switching with Shared Transport (ULS-ST) in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999).

4.3.2 Unbundled Local Switching with Shared Transport (ULS-ST) offering is available through the UNE Appendix that contains the applicable terms and conditions.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

INDIANA BELL
TELEPHONE COMPANY
INCORPORATED d/b/a
SBC INDIANA
March 31, 2003

Line	INDIANA				Recurring		Non-Recurring	
2	**SBC Generic Rates**			**USOC**	Monthly		Frist	Additional
3	***UNBUNDLED NETWORK ELEMENTS***							
4	**Unbundled Loops**							
5		2-Wire Analog - Rural (Rate Class 1)		U2HX1	$ 8.99		See NRC prices below	
6		2-Wire Analog - Suburban (Rate Class 2)		U2HX2	$ 8.15		See NRC prices below	
7		2-Wire Analog - Metro (Rate Class 3)		U2HX3	$ 8.03		See NRC prices below	
8		2-Wir Ground Start, DID/Reverse Battery - Rural (Rate Class 1)		U2WX1	$ 9.57		See NRC prices below	
9		2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)		U2WX2	$ 8.90		See NRC prices below	
10		2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)		U2WX3	$ 8.84		See NRC prices below	
11		2-Wire Ground Start, PBX - Rural (Rate Class 1)		U2JX1	$ 9.57		See NRC prices below	
12		2-Wire Ground Start, PBX - Suburban (Rate Class 2)		U2JX2	$ 8.90		See NRC prices below	
13		2-Wire Ground Start, PBX - Metro (Rate Class 3)		U2JX3	$ 8.84		See NRC prices below	
14		2-Wire COPTS Coin - Rural (Rate Class 1)		U2CX1	$ 9.77		See NRC prices below	
15		2-Wire COPTS Coin - Suburban (Rate Class 2)		U2CX2	$ 9.15		See NRC prices below	
16		2-Wire COPTS Coin - Metro (Rate Class 3)		U2CX3	$ 9.10		See NRC prices below	
17		2-Wire EKL - Rural (Rate Class 1)		U2KX1	$ 12.42		See NRC prices below	
18		2-Wire EKL - Suburban (Rate Class 2)		U2KX2	$ 12.56		See NRC prices below	
19		2-Wire EKL - Metro (Rate Class 3)		U2KX3	$ 12.73		See NRC prices below	
20		Conditioning for dB Loss						
21		4-Wire Analog - Rural (Rate Class 1)		U4HX1	$ 20.34		See NRC prices below	
22		4-Wire Analog - Suburban (Rate Class 2)		U4HX2	$ 19.53		See NRC prices below	
23		4-Wire Analog - Metro (Rate Class 3)		U4HX3	$ 19.55		See NRC prices below	
24		2-Wire Digital - Rural (Rate Class 1)		U2QX1	$ 10.32		See NRC prices below	
25		2-Wire Digital - Suburban (Rate Class 2)		U2QX2	$ 9.86		See NRC prices below	
26		2-Wire Digital - Metro (Rate Class 3)		U2QX3	$ 9.87		See NRC prices below	
27		4-Wire Digital - Rural (Rate Class 1)		4U1X1	$ 51.07		See NRC prices below	
28		4-Wire Digital - Suburban (Rate Class 2)		4U1X2	$ 38.48		See NRC prices below	
29		4-Wire Digital - Metro (Rate Class 3)		4U1X3	$ 38.48		See NRC prices below	
30		DS3 Loop - Rural (Rate Class 1)		U4D31	$ 623.41		See NRC prices below	
31		DS3 Loop - Suburban (Rate Class 2)		U4D32	$ 620.27		See NRC prices below	
32		DS3 Loop - Metro (Rate Class 3)		U4D33	$ 545.55		See NRC prices below	
33	**DSL Capable Loops**							
34		**2-Wire xDSL Loop**						
35			PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural	2SLA1	$ 8.99		See NRC prices below	
36			PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban	2SLA2	$ 8.15		See NRC prices below	
37			PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro	2SLA3	$ 8.03		See NRC prices below	
38								
39			PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural	2SLC1	$ 8.99		See NRC prices below	
40			PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban	2SLC2	$ 8.15		See NRC prices below	
41			PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro	2SLC3	$ 8.03		See NRC prices below	
42								
43			PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural	2SLB1	$ 8.99		See NRC prices below	
44			PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban	2SLB2	$ 8.15		See NRC prices below	
45			PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro	2SLB3	$ 8.03		See NRC prices below	
46								
47			PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural	2SLD1	$ 8.99		See NRC prices below	
48			PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban	2SLD2	$ 8.15		See NRC prices below	
49			PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro	2SLD3	$ 8.03		See NRC prices below	
50								
51			PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural	UWRA1	$ 8.99		See NRC prices below	
52			PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban	UWRA2	$ 8.15		See NRC prices below	
53			PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro	UWRA3	$ 8.03		See NRC prices below	
54								
55			PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural	2SLF1	$ 8.99		See NRC prices below	
56			PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban	2SLF2	$ 8.15		See NRC prices below	
57			PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro	2SLF3	$ 8.03		See NRC prices below	
58		**4-Wire xDSL Loop**						
59			PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural	4SL11	$ 20.34		See NRC prices below	
60			PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban	4SL12	$ 19.53		See NRC prices below	
61			PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro	4SL13	$ 19.55		See NRC prices below	
62	**IDSL Capable Loop**							
63		IDSL Loop Class 1 - Rural		UY5F1	$ 10.32		See NRC prices below	
64		IDSL Loop Class 2 - Suburban		UY5F2	$ 9.86		See NRC prices below	
65		IDSL Loop Class 3 - Metro		UY5F3	$ 9.87		See NRC prices below	
66								
67	**HFPL**							
68	**HFPL Loop**							
69	*		HFPL Loop - Rate Class 1- Rural	ULPP1	$ 4.50		N/A	N/A
70	*		HFPL Loop - Rate Class 2- Suburban	ULPP2	$ 4.08		N/A	N/A
71	*		HFPL Loop - Rate Class 3- Metro	ULPP3	$ 4.02		N/A	N/A
72	**HFPL Cross Connects**							
73	*	HFPL Cross Connect - CLEC Owned Non Integrated		UKCGE	$ 0.32		$ 107.88	N/A
74	*	HFPL Cross Connect - CLEC Owned Integrated		UKCGD	$ 0.32		$ 107.88	N/A
75	*	HFPL Cross Connect - SBC Owned		UKCGX	$ 0.32		$ 107.88	N/A
76		The price assumes all Central Office cross-connects required to provision the HFPL product						
77								

TBD -To be determined
NRO -Nonrecurring only
ICB -Individal Case Basis
NA -Not Applicable

Line	INDIANA				Recurring		Non-Recurring	
2	SBC Generic Rates			USOC	Monthly		Frist	Additional
78	**HFPL OSS Charge**							
79	*	HFPL OSS Charge - per line		UM3	$ 0.76		N/A	N/A
80	**LST**							
81		Line & Station Transfer(LST) performed on CODSLAM Loop		URCLD	N/A		$ 165.26	
82		Line & Station Transfer(LST) performed on Sub Loop		URCLB	N/A		$ 152.59	
83	**Loop Qualification Process**							
84		Loop Qualification Process - Mechanized		NR98U	N/A		$ 0.10	N/A
85		Loop Qualification Process - Manual		NRBXU	N/A		TBD	N/A
86		Loop Qualification Process - Detailed Manual		TBD	N/A		TBD	N/A
87								
88	**xDSL Conditioning**							
89		DSL Conditioning Options - >12KFT and < 17.5KFT						
90			Removal of Repeater Options	NRBXV	N/A		$104.01	N/A
91			Removal Bridged Tap Option	NRBXW	N/A		$351.42	N/A
92			Removal of Load Coil	NRBXZ	N/A		$372.45	N/A
93		DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT						
94			Removal of Repeater Options	NRBNL	N/A		$127.66	N/A
95			Removal Bridged Tap Option	NRBNK	N/A		$296.67	N/A
96			Removal of Load Coil	NRBNJ	N/A		$486.80	N/A
97								
98	**Loop Non-Recurring Charges (Excluding DS3)**							
99		Bus Service Order - Establish - Interim Rate per Second Interim Order **/1/**		SEPUP	N/A		$ 14.57	N/A
100		Bus Service Order - Add/Change - Interim Rate per Second Interim Order		REAH9	N/A		$ 14.57	N/A
101		Bus Line Connection **/1/**		SEPUC	N/A		$ 29.33	N/A
102		Bus Line Connection - Add/Change		REAH5	N/A		$ 29.33	N/A
103		Res Service Order - Establish - Interim Rate per Second Interim Order **/1/**		SEPUP	N/A		$ 14.57	N/A
104		Res Service Order - Add/Change - Interim Rate per Second Interim Order		REAH9	N/A		$ 14.57	N/A
105		Res Line Connection **/1/**		SEPUC	N/A		$ 29.33	N/A
106		Res Line Connection - Add/Change		REAH5	N/A		$ 29.33	N/A
107	*	HFPL Service Order Charge		SEPUP	N/A		$14.57	N/A
108		HFPL Service Order Charge Add/Change		REAH9	N/A		$14.57	N/A
109		HFPL Line Connection		SEPUC	N/A		$29.33	N/A
110		HFPL line Connection Add/Change		REAH5	N/A		$29.33	N/A
111	**DS3 Loop Non-Recurring Charges**							
112		Administrative		NR9OY	N/A		$ 169.41	N/A
113		Design & Central Office		NR9O1	N/A		$ 525.79	N/A
114		Customer Connection		NR9O3	N/A		$ 187.37	N/A
115								
116	**SUB-LOOPS**							
117		CO to ECS sub-loop						
118			2 Wire Analog - Rate Group 3	PENDING	$ 4.43		See NRC prices below	
119			2 Wire Analog - Rate Group 2	PENDING	$ 4.59		See NRC prices below	
120			2 Wire Analog - Rate Group 1	PENDING	$ 9.53		See NRC prices below	
121			4 Wire Analog - Rate Group 3	PENDING	$ 11.87		See NRC prices below	
122			4 Wire Analog - Rate Group 2	PENDING	$ 12.32		See NRC prices below	
123			4 Wire Analog - Rate Group 1	PENDING	$ 21.34		See NRC prices below	
124			2 Wire DSL - Rate Group 3	PENDING	TBD		See NRC prices below	
125			2 Wire DSL - Rate Group 2	PENDING	TBD		See NRC prices below	
126			2 Wire DSL -Rate Group 1	PENDING	TBD		See NRC prices below	
127			4 Wire DSL - Rate Group 3	PENDING	TBD		See NRC prices below	
128			4 Wire DSL - Rate Group 2	PENDING	TBD		See NRC prices below	
129			4 Wire DSL - Rate Group 1	PENDING	TBD		See NRC prices below	
130			2 Wire ISDN Compatible - Rate Group 3	PENDING	$ 8.63		See NRC prices below	
131			2 Wire ISDN Compatible - Rate Group 2	PENDING	$ 9.02		See NRC prices below	
132			2 Wire ISDN Compatible - Rate Group 1	PENDING	$ 24.75		See NRC prices below	
133		CO to RT sub-loop						
134			4 Wire DS1 Compatible - Rate Group 3	PENDING	$ 38.47		See NRC prices below	
135			4 Wire DS1 Compatible - Rate Group 2	PENDING	$ 47.32		See NRC prices below	
136			4 Wire DS1 Compatible - Rate Group 1	PENDING	$ 73.91		See NRC prices below	
137			DS3 Compatible subloop - Rate Group 3	PENDING	$ 539.67		See NRC prices below	
138			DS3 Compatible subloop - Rate Group 2	PENDING	$ 611.53		See NRC prices below	
139			DS3 Compatible subloop - Rate Group 1	PENDING	$ 614.35		See NRC prices below	
140		CO to SAI Sub-Loop						
141			2 Wire Analog - Rate Group 3	PENDING	$ 6.09		See NRC prices below	
142			2 Wire Analog - Rate Group 2	PENDING	$ 5.85		See NRC prices below	
143			2 Wire Analog - Rate Group 1	PENDING	$ 9.48		See NRC prices below	
144			4 Wire Analog - Rate Group 3	PENDING	$ 15.17		See NRC prices below	
145			4 Wire Analog - Rate Group 2	PENDING	$ 14.82		See NRC prices below	
146			4 Wire Analog - Rate Group 1	PENDING	$ 21.20		See NRC prices below	
147			2 Wire DSL - Rate Group 3	PENDING	$ 6.85		See NRC prices below	
148			2 Wire DSL - Rate Group 2	PENDING	$ 6.42		See NRC prices below	
149			2 Wire DSL - Rate Group 1	PENDING	$ 8.17		See NRC prices below	
150			4 Wire DSL - Rate Group 3	PENDING	$ 13.39		See NRC prices below	
151			4 Wire DSL - Rate Group 2	PENDING	$ 12.53		See NRC prices below	
152			4 Wire DSL - Rate Group 1	PENDING	$ 15.98		See NRC prices below	
153			2 Wire ISDN Compatible - Rate Group 3	PENDING	$ 9.21		See NRC prices below	
154			2 Wire ISDN Compatible - Rate Group 2	PENDING	$ 9.22		See NRC prices below	
155			2 Wire ISDN Compatible - Rate Group 1	PENDING	$ 17.81		See NRC prices below	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individal Case Basis
NA -Not Applicable

INDIANA BELL
TELEPHONE COMPANY
INCORPORATED d/b/a
SBC INDIANA
March 31, 2003

Line	INDIANA			Recurring		Non-Recurring	
2	**SBC Generic Rates**		**USOC**	Monthly		Frist	Additional
156		CO to Terminal sub-loop					
157		2 Wire Analog - Rate Group 3	PENDING	$ 10.07		See NRC prices below	
158		2 Wire Analog - Rate Group 2	PENDING	$ 10.57		See NRC prices below	
159		2 Wire Analog - Rate Group 1	PENDING	$ 14.33		See NRC prices below	
160		4 Wire Analog - Rate Group 3	PENDING	$ 23.17		See NRC prices below	
161		4 Wire Analog - Rate Group 2	PENDING	$ 24.26		See NRC prices below	
162		4 Wire Analog - Rate Group 1	PENDING	$ 30.88		See NRC prices below	
163		2 Wire DSL - Rate Group 3	PENDING	$ 12.70		See NRC prices below	
164		2 Wire DSL - Rate Group 2	PENDING	$ 11.13		See NRC prices below	
165		2 Wire DSL - Rate Group 1	PENDING	$ 13.02		See NRC prices below	
166		4 Wire DSL - Rate Group 3	PENDING	$ 21.40		See NRC prices below	
167		4 Wire DSL - Rate Group 2	PENDING	$ 21.97		See NRC prices below	
168		4 Wire DSL - Rate Group 1	PENDING	$ 25.66		See NRC prices below	
169		2 Wire ISDN Compatible - Rate Group 3	PENDING	$ 13.19		See NRC prices below	
170		2 Wire ISDN Compatible - Rate Group 2	PENDING	$ 13.94		See NRC prices below	
171		2 Wire ISDN Compatible - Rate Group 1	PENDING	$ 22.66		See NRC prices below	
172		ECS to SAI sub-loop					
173		2 Wire Analog - Rate Group 3	PENDING	$ 1.73		See NRC prices below	
174		2 Wire Analog - Rate Group 2	PENDING	$ 1.24		See NRC prices below	
175		2 Wire Analog - Rate Group 1	PENDING	$ 3.17		See NRC prices below	
176		4 Wire Analog - Rate Group 3	PENDING	$ 3.44		See NRC prices below	
177		4 Wire Analog - Rate Group 2	PENDING	$ 2.48		See NRC prices below	
178		4 Wire Analog - Rate Group 1	PENDING	$ 6.32		See NRC prices below	
179		2 Wire DSL - Rate Group 3	PENDING	$ 1.73		See NRC prices below	
180		2 Wire DSL - Rate Group 2	PENDING	$ 1.24		See NRC prices below	
181		2 Wire DSL - Rate Group 1	PENDING	$ 3.17		See NRC prices below	
182		4 Wire DSL - Rate Group 3	PENDING	$ 3.44		See NRC prices below	
183		4 Wire DSL - Rate Group 2	PENDING	$ 2.48		See NRC prices below	
184		4 Wire DSL - Rate Group 1	PENDING	$ 6.32		See NRC prices below	
185		ECS to Terminal sub-loop					
186		2 Wire Analog - Rate Group 3	PENDING	$ 5.71		See NRC prices below	
187		2 Wire Analog - Rate Group 2	PENDING	$ 5.95		See NRC prices below	
188		2 Wire Analog - Rate Group 1	PENDING	$ 8.02		See NRC prices below	
189		4 Wire Analog - Rate group 3	PENDING	$ 11.45		See NRC prices below	
190		4 Wire Analog - Rate Group 2	PENDING	$ 11.92		See NRC prices below	
191		4 Wire Analog - Rate Group 1	PENDING	$ 15.99		See NRC prices below	
192		2 Wire DSL - Rate Group 3	PENDING	$ 5.71		See NRC prices below	
193		2 Wire DSL - Rate Group 2	PENDING	$ 5.95		See NRC prices below	
194		2 Wire DSL - Rate group 1	PENDING	$ 8.02		See NRC prices below	
195		4 Wire DSL - Rate Group 3	PENDING	$ 11.45		See NRC prices below	
196		4 Wire DSL - Rate Group 2	PENDING	$ 11.92		See NRC prices below	
197		4 Wire DSL - Rate Group 1	PENDING	$ 15.99		See NRC prices below	
198		ECS to NID sub-loop					
199		2 Wire Analog - Rate group 3	PENDING	$ 6.47		See NRC prices below	
200		2 Wire Analog - Rate Group 2	PENDING	$ 6.72		See NRC prices below	
201		2 Wire Analog - Rate Group 1	PENDING	$ 8.75		See NRC prices below	
202		4 Wire Analog - Rate Group 3	PENDING	$ 12.93		See NRC prices below	
203		4 Wire Analog - Rate Group 2	PENDING	$ 13.46		See NRC prices below	
204		4 Wire Analog - Rate group 1	PENDING	$ 17.51		See NRC prices below	
205		2 Wire DSL - Rate Group 3	PENDING	$ 6.47		See NRC prices below	
206		2 Wire DSL - Rate group 2	PENDING	$ 6.72		See NRC prices below	
207		2 Wire DSL - Rate Group 1	PENDING	$ 8.75		See NRC prices below	
208		4 Wire DSL - Rate Group 3	PENDING	$ 12.93		See NRC prices below	
209		4 Wire DSL - Rate Group 2	PENDING	$ 13.46		See NRC prices below	
210		4 Wire DSL - Rate Group 1	PENDING	$ 17.51		See NRC prices below	
211		SAI to Terminal sub-loop					
212		2 Wire Analog - Rate group 3	PENDING	$ 4.85		See NRC prices below	
213		2 Wire Analog - Rate Group 2	PENDING	$ 5.56		See NRC prices below	
214		2 Wire Analog - Rate Group 1	PENDING	$ 5.90		See NRC prices below	
215		4 Wire Analog - Rate Group 3	PENDING	$ 9.75		See NRC prices below	
216		4 Wire Analog - Rate Group 2	PENDING	$ 11.13		See NRC prices below	
217		4 Wire Analog - Rate Group 1	PENDING	$ 11.77		See NRC prices below	
218		2 Wire DSL - Rate Group 3	PENDING	$ 4.85		See NRC prices below	
219		2 Wire DSL - Rate Group 2	PENDING	$ 5.56		See NRC prices below	
220		2 Wire DSL - Rate Group 1	PENDING	$ 5.90		See NRC prices below	
221		4 Wire DSL - Rate Group 3	PENDING	$ 9.75		See NRC prices below	
222		4 Wire DSL - Rate Group 2	PENDING	$ 11.13		See NRC prices below	
223		4 Wire DSL - Rate Group 1	PENDING	$ 11.77		See NRC prices below	
224		SAI to NID sub-loop					
225		2 Wire Analog - Rate group 3	PENDING	$ 5.60		See NRC prices below	
226		2 Wire Analog - Rate Group 2	PENDING	$ 6.33		See NRC prices below	
227		2 Wire Analog - Rate Group 1	PENDING	$ 6.65		See NRC prices below	
228		4 Wire Analog - Rate Group 3	PENDING	$ 11.24		See NRC prices below	
229		4 Wire Analog - Rate Group 2	PENDING	$ 12.65		See NRC prices below	
230		4 Wire Analog - Rate Group 1	PENDING	$ 13.26		See NRC prices below	
231		2 Wire DSL - Rate Group 3	PENDING	$ 5.60		See NRC prices below	
232		2 Wire DSL - Rate Group 2	PENDING	$ 6.33		See NRC prices below	
233		2 Wire DSL - Rate Group 1	PENDING	$ 6.65		See NRC prices below	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individal Case Basis
NA -Not Applicable

Line	INDIANA				Recurring		Non-Recurring	
2	SBC Generic Rates			USOC	Monthly		Frist	Additional
234			4 Wire DSL - Rate Group 3	PENDING	$ 11.24		See NRC prices below	
235			4 Wire DSL - Rate Group 2	PENDING	$ 12.65		See NRC prices below	
236			4 Wire DSL - Rate Group 1	PENDING	$ 13.26		See NRC prices below	
237		Terminal to NID sub-loop						
238			2 Wire Analog - Rate Group 3	PENDING	$ 1.23		See NRC prices below	
239			2 Wire Analog - Rate Group 2	PENDING	$ 1.22		See NRC prices below	
240			2 Wire Analog - Rate Group 1	PENDING	$ 1.22		See NRC prices below	
241			4 Wire Analog - Rate Group 3	PENDING	$ 2.49		See NRC prices below	
242			4 Wire Analog - Rate Group 2	PENDING	$ 2.48		See NRC prices below	
243			4 Wire Analog - Rate Group 1	PENDING	$ 2.43		See NRC prices below	
244			2 Wire DSL - Rate Group 3	PENDING	$ 1.23		See NRC prices below	
245			2 Wire DSL - Rate Group 2	PENDING	$ 1.22		See NRC prices below	
246			2 Wire DSL - Rate Group 1	PENDING	$ 1.22		See NRC prices below	
247			4 Wire DSL - Rate Group 3	PENDING	$ 2.49		See NRC prices below	
248			4 Wire DSL - Rate Group 2	PENDING	$ 2.48		See NRC prices below	
249			4 Wire DSL - Rate Group 1	PENDING	$ 2.43		See NRC prices below	
250		NID sub-loop element						
251			2 Wire Analog - Rate Group 3	PENDING	$ 0.16		See NRC prices below	
252			2 Wire Analog - Rate Group 2	PENDING	$ 0.16		See NRC prices below	
253			2 Wire Analog - Rate Group 1	PENDING	$ 0.16		See NRC prices below	
254			4 Wire Analog - Rate Group 3	PENDING	$ 0.32		See NRC prices below	
255			4 Wire Analog - Rate Group 2	PENDING	$ 0.32		See NRC prices below	
256			4 Wire Analog - Rate Group 1	PENDING	$ 0.32		See NRC prices below	
257			2 Wire DSL - Rate Group 3	PENDING	$ 0.16		See NRC prices below	
258			2 Wire DSL - Rate Group 2	PENDING	$ 0.16		See NRC prices below	
259			2 Wire DSL - Rate Group 1	PENDING	$ 0.16		See NRC prices below	
260			4 Wire DSL - Rate Group 3	PENDING	$ 0.32		See NRC prices below	
261			4 Wire DSL - Rate Group 2	PENDING	$ 0.32		See NRC prices below	
262			4 Wire DSL - Rate Group 1	PENDING	$ 0.32		See NRC prices below	
263			2 Wire ISDN Compatible - Rate Group 3	PENDING	$ 0.16		See NRC prices below	
264			2 Wire ISDN Compatible - Rate Group 2	PENDING	$ 0.16		See NRC prices below	
265			2 Wire ISDN Compatible - Rate Group 1	PENDING	$ 0.16		See NRC prices below	
266			4 Wire DS1 Compatible - Rate Group 3	PENDING	TBD		See NRC prices below	
267			4 Wire DS1 Compatible - Rate Group 2	PENDING	TBD		See NRC prices below	
268			4 Wire DS1 Compatible - Rate Group 1	PENDING	TBD		See NRC prices below	
269			DS3 Compatible subloop - Rate Group 3	PENDING	TBD		See NRC prices below	
270			DS3 Compatible subloop - Rate Group 2	PENDING	TBD		See NRC prices below	
271			DS3 Compatible subloop - Rate Group 1	PENDING	TBD		See NRC prices below	
272		**Sub-Loop Non-Recurring Charges**						
273			2-Wire Analog Sub-Loop	PENDING			$ 185.80	
274			4-Wire Analog Sub-Loop	PENDING			$ 186.65	
275			2-Wire xDSL Digital Sub-Loop	PENDING			$ 214.54	
276			4-Wire xDSL Digital Sub-Loop	PENDING			$ 218.09	
277			2-Wire ISDN Digital Sub-Loop	PENDING			$ 236.77	
278			4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	PENDING			$ 412.90	
279			DS3 Sub-Loop	PENDING			$ 544.35	
280		**Service Order Charge**						
281			Establish, per occasion	PENDING			$ 14.57	
282			Add or change, per occasion	PENDING			$ 14.57	
283		**Line Connection Charge**						
284			per occasion	PENDING			$ 29.33	
285								
286	**Cross Connects**							
287		2-Wire		CXCT2	$ 0.14		NA	NA
288		2-Wire Line Port		CXC9X	$ 0.14		NA	NA
289		4-Wire		CXCT4	$ 0.26		NA	NA
290		6-Wire		OPEN	$ 0.40		NA	NA
291		8-Wire		OPEN	$ 0.53		NA	NA
292		DS1/LT1		CXCDX	$ 0.36		NA	NA
293		DS3/LT3		CXC8X	$ 0.66		NA	NA
294		OC3		OPEN	$ 64.68		NA	NA
295		OC12		OPEN	$ 340.96		NA	NA
296		OC48		OPEN	$ 752.06		NA	NA
297		DS3 C.O. LOOP Cross-Connect to Collocation		CXCBX	$ 19.14		N/A	N/A
298								
299	**Tandem Switching**							
300		per minute of use (without Tandem Trunks)		USAGE	$ 0.000307		NA	NA
301								
302	**Dedicated Transport**							
303		**Entrance Facility:**						
304		DS1	Zone 1	UEYB1	$ 38.48		NA	NA
305			Zone 2	UEYB2	$ 38.48		NA	NA
306			Zone 3	UEYB3	$ 51.07		NA	NA
307		DS3	Zone 1	UEYC1	$ 506.05		NA	NA
308			Zone 2	UEYC2	$ 506.05		NA	NA
309			Zone 3	UEYC3	$ 665.80		NA	NA
310		OC3	All Zones	UEYFX	$ 227.86		NA	NA
311		OC12	All Zones	UEYGX	$ 376.90		NA	NA

TBD -To be determined
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Line	INDIANA				Recurring		Non-Recurring	
2	SBC Generic Rates			USOC	Monthly		Frist	Additional
312		OC48	All Zones	UEYHX	$ 1,618.11		NA	NA
313		**Interoffice Transport:**						
314		DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 11.10		NA	NA
315			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 1.65		NA	NA
316		DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 106.79		NA	NA
317			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 28.62		NA	NA
318			Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	$ 106.79		NA	NA
319			Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	$ 28.62		NA	NA
320		OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 253.39		NA	NA
321			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 185.74		NA	NA
322		OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 430.24		NA	NA
323			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 335.19		NA	NA
324		OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 956.83		NA	NA
325			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 284.15		NA	NA
326								
327	**Multiplexing**							
328		DS1 to Voice Grade		QMVX1-X3	$ 197.61		NA	NA
329		DS3 to DS1		QM3X1-X3	$ 260.24		NA	NA
330		OC3	Add/Drop Multiplexing - Per Arrangement	MPECX	$ 410.09		NA	NA
331			Add/Drop Function					
332			- Per DS3 Add or Drop	MXJBX	$ 88.52		NA	NA
333			- Per DS1 Add or Drop	MXJAX	$ 27.34		NA	NA
334		OC12	Add/Drop Multiplexing - Per Arrangement	MPEDX	$ 460.47		NA	NA
335			Add/Drop Function					
336			- Per OC3 Add or Drop	MXJCX	$ 123.31		NA	NA
337			- Per DS3 Add or Drop	MXJBX	$ 26.74		NA	NA
338		OC48	Add/Drop Multiplexing - Per Arrangement	MXRFX	$ 517.05		NA	NA
339			Add/Drop Function					
340			- Per OC12 Add or Drop	MXJEX	$ 242.27		NA	NA
341			- Per OC3 Add or Drop	MXJCX	$ 111.96		NA	NA
342			- Per DS3 Add or Drop	MXJBX	$ 38.32		NA	NA
343								
344	**Dedicated Transport Cross Connects**							
345		DS1		CXCDX	$ 0.36		NA	NA
346		DS3		CXCEX	$ 0.66		NA	NA
347		OC3		OCCCX	$ 64.68		NA	NA
348		OC12		OCCDX	$ 340.96		NA	NA
349		OC48		OCCFX	$ 752.06		NA	NA
350								
351	**Dedicated Transport Network Reconfiguration Service (NRS)**							
352		On rates, terms and conditions specified in FCC Tariff No. 2		OPEN				
353								
354	**Dedicated Transport Optional Features & Functions**							
355		DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3			$ 351.64	NA
356		OC3	1+1 Protection - Per OC3 Entrance Facility	P8T	$ 35.02		NA	NA
357			1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	P3S	$ 35.02		$ 2,381.09	NA
358			1+1 Protection with Route Survivability (1 & 2 below apply)					
359			- (1) Per OC3 Entrance Facility	P8T	$ 35.02		NA	NA
360			- (2) Per Quarter Route Mile	S2DXY	$ 41.42		NA	NA
361		OC12	1+1 Protection - Per OC12 Entrance Facility	P8T	$ 173.21		NA	NA
362			1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	P3S	$ 173.21		$ 2,381.09	NA
363			1+1 Protection with Route Survivability (1 & 2 below apply)					
364			- (1) Per OC12 Entrance Facility	P8T	$ 173.21		NA	NA
365			- (2) Per Quarter Route Mile	S2DXY	$ 37.50		NA	NA
366		OC48	1+1 Protection - Per OC48 Entrance Facility	P8T	$ 650.94		NA	NA
367			1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	P3S	$ 650.94		$ 2,381.09	NA
368			1+1 Protection with Route Survivability (1 & 2 below apply)					
369			- (1) Per OC48 Entrance Facility	P8T	$ 650.94		NA	NA
370			- (2) Per Quarter Route Mile	S2DXY	$ 64.37		NA	NA
371								
372	**Dedicated Transport Installation & Rearrangement Charges**							
373		DS1	Administration Charge - Per Order	ORCMX	NA		$ 322.47	NA
374			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 527.99	NA
375			Carrier Connection Charge - Per Order	NRBBL	NA		$ 458.62	NA
376		DS3	Administration Charge - Per Order	ORCMX	NA		$ 251.64	NA
377			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 562.86	NA
378			Design & Central Office Connection Charge - Per Circuit	NRBC4	NA		$ 562.86	NA
379			Carrier Connection Charge - Per Order	NRBBL	NA		$ 305.85	NA
380			Carrier Connection Charge - Per Order	NRBDT	NA		$ 305.85	NA

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Line	INDIANA				Recurring		Non-Recurring	
2	SBC Generic Rates			USOC	Monthly		Frist	Additional
381		OC3	Administration Charge - Per Order	ORCMX	NA		$ 96.91	NA
382			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 430.25	NA
383			Carrier Connection Charge - Per Order	NRBBL	NA		$ 628.35	NA
384		OC12	Administration Charge - Per Order	ORCMX	NA		$ 96.91	NA
385			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 430.25	NA
386			Carrier Connection Charge - Per Order	NRBBL	NA		$ 628.35	NA
387		OC48	Administration Charge - Per Order	ORCMX	NA		$ 96.91	NA
388			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 430.25	NA
389			Carrier Connection Charge - Per Order	NRBBL	NA		$ 628.35	NA
390								
391	**Digital Cross-Connect System**							
392		DCS Port Charge						
393		DS1		OPEN	ICB		ICB	NA
394		DS3		OPEN	ICB		ICB	NA
395		DCS Establishment Charge		OPEN	ICB		ICB	NA
396		Database Modification Charge		OPEN	ICB		ICB	NA
397		Reconfiguration Charge		OPEN	ICB		ICB	NA
398								
399	**Dark Fiber**							
400		Dark Fiber Interoffice						
401			Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	$60.56		NA	NA
402			Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	$0.01768		NA	NA
403			Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	$2.22		NA	NA
404		Dark Fiber Loop						
405			Dark Fiber Loop Termination (Per Termination per Fiber)	UL1WX	$10.40		NA	NA
406			Dark Fiber Loop Mileage (Per Fiber per Foot)	ULOWG	$0.00156		NA	NA
407			Dark Fiber Loop Cross Connect (Per Termination per Fiber)	UKCHX	$1.79		NA	NA
408		Inquiry (Per Request)						
409			Dark Fiber Loop - NRC	NR9D7	NA		$60.81	NA
410			Dark Fiber Sub-Loop - NRC	NR9DX	NA		$60.81	NA
411			Dark Fiber Interoffice Transport - NRC	NR9D6	NA		$284.68	NA
412		FIRM ORDER (Per Fiber Strand)						
413			Administrative per Order					
414			Connect	NRB51	NA		$9.92	NA
415			Disconnect	NR9H2	NA		$8.78	NA
416			Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)					
417			Connect	NRB52	NA		$276.79	NA
418			Disconnect	NR9H3	NA		$76.07	NA
419			Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)					
420			Connect	NRB53	NA		$279.99	NA
421			Disconnect	NR9H4	NA		$69.54	NA
422			Dark Fiber Interofcfice Transport - NRC					
423			Connect	NRB54	NA		$348.47	NA
424			Disconnect	NR9H5	NA		$139.55	NA
425								
426	**Line Information Database - LIDB**				**USAGE**			
427		Validation Query (Regional STP Access Includes SMS & Sleuth)		USAGE	$ 0.014490	(per query)	NA	NA
428		Query Transport (Regional STP Access Validation)		USAGE	$ 0.000017	(per query)	NA	NA
429		Validation Query (Local STP Access Includes SMS & Sleuth)		USAGE	$ 0.014490	(per query)	NA	NA
430		Query Transport (Local STP Access Validation)		USAGE	$ 0.000148	(per query)	NA	NA
431		CNAM Database Query (Regional STP Access Includes SMS)		USAGE	$ 0.009942	(per query)	NA	NA
432		CNAM Database Query (Local STP Access Includes SMS)		USAGE	$ 0.009942	(per query)	NA	NA
433		Service Order Cost		ORZMX	NA		$ 25.00	NA
434		Service Establishment Charge		CF353	NA		NA	NA
435		LIDB Data Storage & Administration						
436			Manual Update	OPEN	NA		$ 2.00	(Per Update)
437	**800 Database**				**USAGE**			
438		Toll Free Database Query (Regional STP Access)		USAGE	$ 0.001080	(per query)		
439		Call Handling and Destination (Regional STP Access)		USAGE	$ 0.000134	(per query)		
440		Toll Free Database Query (Local STP Access)		USAGE	$ 0.001211	(per query)		
441		Call Handling and Destination (Local STP Access)		USAGE	$ 0.000265	(per query)		
442								
443	**SS7 - Links, Ports, Signaling**							
444		**SS7 Links - Cross Connects**						
445		STP to Collocators Cage - DS0		USAGE	See Dedicated Transport			
446		STP to Collocators Cage- DS1		USAGE	See Dedicated Transport			
447		STP to SBC Indiana MDF - DS0		USAGE	See Dedicated Transport			
448		STP to SBC Indiana DSX Frame-DS1		USAGE	See Dedicated Transport			
449								
450		**SS7 Links**						
451		STP Access Connection - 1.544 Mbps		USAGE	See Dedicated Transport			
452		STP Access Link - 56 Kbps		USAGE	See Dedicated Transport			
453								
454		**STP Port**		USAGE	$ 288.78		$ 617.01	N/A
455								

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Line	INDIANA			Recurring		Non-Recurring	
2	SBC Generic Rates		USOC	Monthly		Frist	Additional
456		**SS7 Signalling**		**USAGE**			
457		Signal Switching/IAM msg	USAGE	$ 0.000155			
458		Signal Transport/IAM msg	USAGE	$ 0.000085			
459		Signal Formulation/IAM msg	USAGE	$ 0.000124			
460		Signal Tandem Switching/IAM msg	USAGE	$ 0.000324			
461		Signal Switching/TCAP msg	USAGE	$ 0.000125			
462		Signal Transport/TCAP msg	USAGE	$ 0.000057			
463		Signal Formulation/TCAP msg	USAGE	$ 0.000284			
464		Point Code Addition	USAGE	N/A		$ 21.38	N/A
465		Global Title Translation Addition	USAGE	N/A		$ 11.49	N/A
466							
467	**LNP**						
468	Local Number Portability		NSR	$ 0.28		N/A	
469							
470	**Unbundled Local Switching with Shared Transport (ULS-ST)**						
471		ULS Usage (for ULS-ST)					
472		Basic Analog Line Port **/2/**	USAGE	$0.00			
473		All other ULS-ST Ports **/2/**	USAGE	$ 0.000879	per MOU	NA	NA
474		ULS-ST Blended Transport MOU **/2/**	USAGE	$ 0.000823	per MOU	NA	NA
475		ULS-ST Reciprocal Compensation MOU **/2/**	USAGE	$ 0.000836	per MOU	NA	NA
476		ULS-ST Common Transport MOU **/2/**	USAGE	$ 0.000513	per MOU	NA	NA
477		ULS-ST Tandem Switching MOU **/2/**	USAGE	$ 0.000295	per MOU	NA	NA
478		ULS-ST SS7 Signaling Transport **/2/**	USAGE	$ 0.000202	per Call	N/A	NA
479							
480		ULS-ST Ports **/2/**					
481		Basic Line Port **/2/**	UPC	$ 2.98		$ 44.01	NA
482		ULS-ST Daily Usage Feed **/2/**	USAGE	$ 0.1070664	per Port	NA	NA
483				**T&M**			
484		ULS-ST Billing Inquiry Charge - (to be assessed when CLEC billing disputes are denied	TBD	TBD		TBD	
485		and only after 3rd party OSS test is complete for Indiana) **/2/**					
486							
487		**ULS-ST Ports**					
488		Basic Line Port - Residence only Port	UJR	$ 2.98		$ 44.01	
489		Basic Line Port - Business only Port	UPC	2.98			
490	**Custom Routing**						
491		Custom Routing, via LCC - New LCC, per LCC, per switch	UROPW	ICB		ICB	
492		AIN Application Development work, per switch		ICB		ICB	
493							
494							
495	**Unbundled Local Switching (ULS)**						
496		ULS Switching Usage, per Originating or Terminating MOU (statewide)	N/A	$ 0.003444	MOU	N/A	NA
497		ULS Daily Usage Feed (DUF), per message	N/A	$ 0.000790	Per Message		
498		Billing Establishment, per CLEC, per switch	NR9UJ	NA		$ 138.12	NA
499		Service Coordination Fee, per CLEC bill, per switch	UFEPW	$ 0.88		N/A	NA
500							
501	**ULS Port Charge Per Month**						
502		Basic Line Port **/1/**	UPC	$ 2.98		$ 44.01	N/A
503		Analog Line Port-PBX 2W	UVL	$ 5.34		$ 44.01	N/A
504		Analog Line Port-PBX 1W In	U1L	$ 5.34		$ 44.01	N/A
505		Analog Line Port-PBX 1W Out	UOL	$ 5.34		$ 44.01	N/A
506		Ground Start Port-PBX 2W	UPZ	$ 5.77		$ 44.01	N/A
507		Ground Start Port-PBX 1W In	U1Z	$ 5.77		$ 44.01	N/A
508		Ground Start Port-PBX 1W Out	UOZ	$ 5.77		$ 44.01	N/A
509		Analog DID Trunk Port	UPR	$ 10.69		$ 44.01	N/A
510		Analog DID Trunk Port - Add / Rearrange each Termination	REAJG	N/A		$ 24.81	N/A
511		ISDN BRI Port **/1/**	U2P	$ 27.54		$ 44.01	N/A
512		ISDN - Direct Port - National (BRI) - per telephone number	UZN	$ 0.01			
513		ISDN BRI Port - Custom	U25	$ 27.54		$ 44.01	N/A
514		ISDN - Direct Port - Custom (BRI) - per telephone number	UZN	$ 0.01			
515		ISDN PRI Port	UZQZD	$ 122.03		$ 662.01	N/A
516		ISDN - Prime Trunk Port - National (PRI) - per telephone number	UZN	$ 0.01			
517		ISDN - Prime Trunk Port - National (PRI) - add/rearrange channels	REAKB	NA		$ 24.81	NA
518		ISDN PRI Port - Custom	UZPZD	$ 122.03		$ 662.01	N/A
519		ISDN - Prime Trunk Port - Custom (PRI) - per telephone number	UZN	$ 0.01			
520		ISDN - Prime Trunk Port - Custom (PRI) - add/rearrange channels	REAKB	NA		$ 24.81	NA
521		Digital Trunking Trunk Port	U9Z	$ 86.13		$ 662.01	N/A
522		DS1 Trunk Port	UROPT	$ 77.39		$ 662.01	N/A
523		Centrex Basic Line Port	U3XAA-CA	$ 9.61		$ 44.01	N/A
524		Centrex Basic Line Port	U3XAB-CB	$ 9.61		$ 44.01	N/A
525		Centrex Basic Line Port	U3XAD-CD	$ 9.61		$ 44.01	N/A
526		Centrex Basic Line Port	U3XAE-CE	$ 9.61		$ 44.01	N/A
527		Centrex ISDN BRI Port - National	PENDING	$ 45.03		$ 44.01	N/A
528		Centrex ISDN Line Port - Custom	PENDING	$ 45.03		$ 44.01	N/A
529		Centrex EKL Line Port	U3XAC-CC	$ 28.09		$ 44.01	N/A
530		Centrex Attendant Console Line Port	U6A	$ 88.62		$ 88.00	N/A
531							
532	**ULS and ULS-ST Port Non-Recurring Charges**						
533		Service Order - Line Port, per occasion **/1/**	NR9UU	NA		$ 14.14	NA

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Line	INDIANA		Recurring		Non-Recurring	
2	**SBC Generic Rates**	**USOC**	Monthly		Frist	Additional
534	Service Order - Subsequent - Basic, Complex & ULS Trunk Port	NR9UV	NA		$ 14.14	NA
535	Service Order - Trunk Port, per occasion	NR9UG	NA		$ 324.65	NA
536	Service Order - Record Order, per occasion, Basic Port	NR9F6	NA		$ 12.55	NA
537	Service Order - Record Order, per occasion, Complex Port	NR9F7	NA		$ 12.55	NA
538	Service Order - Record Order, per occasion, ULS Trunk Port	NR9F8	NA		$ 12.55	NA
539	Conversion from one port type to another, per each port changed	REAKD	NA		$ 39.98	NA
540						
541	**UNE Platform Migration Charges /2/**					
542	POTS	NRMGO	N/A		$ 0.37	NA
543	ISDN-BRI	NRMGO	N/A		$ 0.37	NA
544	**UNE Platform Install Charges /2/**					
545	POTS	NRMGP	N/A		$ 0.41	NA
546	ISDN-BRI	NRMGP	N/A		$ 0.41	NA
547	**UNE Platform Disconnect Charges /2/**					
548	POTS	NRMGQ	N/A		$ 0.41	NA
549	ISDN-BRI	NRMGQ	N/A		$ 0.41	NA
550	**Ports FeatureAdd / Change Translations Charges /2/**					
551	POTS	PENDING	N/A		$ 0.41	NA
552	ISDN-BRI	PENDING	N/A		$ 0.41	NA
553						
554	**Unbundled Switch Port - Vertical Features**					
555	**Analog Line Port Features (per feature per port):**					
556	Call Waiting		$ -		NA	
557	Call Forwarding Variable		$ -		NA	
558	Call Forwarding Busy Line		$ -		NA	
559	Call Forwarding Don't Answer		$ -		NA	
560	Three-Way Calling		$ -		NA	
561	Speed Calling - 8		$ -		NA	
562	Speed Calling - 30		$ -		NA	
563	Auto Callback/Auto Redial		$ -		NA	
564	Distinctive Ring/Priority Call		$ -		NA	
565	Selective Call Rejection/Call Blocker		$ -		NA	
566	Auto Recall/Call Return		$ -		NA	
567	Selective Call Forwarding		$ -		NA	
568	Calling Number Delivery		$ -		NA	
569	Calling Name Delivery		$ -		NA	
570	Calling Number/Name Blocking		$ -		NA	
571						
572	**Analog Line Port Features:**					
573	Personalized Ring (per arrangement per port)		$ -		NA	
574	Hunting Arrangement (per arrangement)		$ -		NA	
575						
576	**ISDN BRI Port Features (per B Channel, unless noted)**					
577	CSV/CSD per ISDN BRI port (required/provided)		$ -			
578						
579	**Basic Centrex Electonic Key Line (EKL) Features**					
580	Basic EKL provides:					
581	Bridged Call Exclusion					
582	Bridging					
583	Call Forwarding Don't Answer					
584	Call Forwarding Interface Busy					
585	Call Forwarding Variable					
586	Message Waiting Indicator					
587	Speed Call (Long)					
588	Speed Call (Short)					
589	Three-way Conference Calling					
590						
591	**Call Appearance Call Handling (CACH) EKL**					
592	CACH EKL includes:					
593	Additional Call Offering (inherent)					
594	Bridged Call Exclusion					
595	Bridging					
596	Call Forwarding Don't Answer					
597	Call Forwarding Interface Busy					
598	Call Forwarding Variable					
599	Intercom					
600	Key System Coverage for Analog Lines					
601	Message Waiting Indicator					
602	Speed Call (Long)					
603	Speed Call (Short)					
604	Three-way Conference Calling					
605						
606	**Basic individual features:**					
607	Additional Call Offering					
608	Call Forwarding Don't Answer					
609	Call Forwarding Interface Busy					
610	Call Forwarding Variable					
611	Calling Number Delivery					

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ICB -Individal Case Basis
NA -Not Applicable

Line	INDIANA		Recurring		Non-Recurring	
2	**SBC Generic Rates**	**USOC**	Monthly		Frist	Additional
612	Hunt Group for CSD					
613	Hunt Group for CSV					
614	Message Waiting Indicator					
615	Secondary Only Telephone Number					
616	Three Way Conference Calling					
617						
618	**ISDN PRI Port Features**					
619	Backup D Channel					
620	Calling Number Delivery					
621	Dynamic Channel Allocation					
622	DID #s - see Analog DID Trunk Port Features					
623						
624	**Analog Trunk Port Features (per feature per port)**					
625	DID #s - per telephone number	UDM	$ 0.01		NA	
626	DID #S - per telephone number - ISDN	UZN	$ 0.01		NA	
627						
628	**DS1 Digital Trunk Port Features (per feature per port)**					
629	DID #s - per telephone number		$ 0.01		NA	
630						
631	**Unbundled Centrex System Options**					
632	System Initial Establishment per Serving Office - Analog Only	SEPUS	NA		$ 407.35	NA
633	System Initial Establishment per Serving Office - Analog/ISDN BRI mix	SEPUS	NA		$ 407.35	NA
634	System Initial Establishment per Serving Office - ISDN BRI Only	SEPUS	NA		$ 407.35	NA
635	System Subsequent Change per Serving Office - Analog only system	REAJY	NA		$ 58.53	NA
636	System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	REAJY	NA		$ 58.53	NA
637	System Subsequent Change per Serving Office - ISDN BRI only system	REAJY	NA		$ 58.53	NA
638	System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system		NA		NA	NA
639	System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system		NA		NA	NA
640						
641	**Analog Line Port (ALP) Features for Unbundled Centrex**					
642	Standard feature initialization per Centrex Common Block	NR9UE	$ -		$ 223.22	
643						
644	**System Features (per Centrex Common Block):**	USFCB	$ 310.38		NA	
645	Automatic Callback Calling/Business Group Callback					
646	Call Forwarding Variable/Business Group Call Forwarding Variable					
647	Call Forwarding Busy Line					
648	Call Forwarding Don't Answer					
649	Call Hold					
650	Call Pickup					
651	Call Transfer - All Calls					
652	Call Waiting - Intragroup/Business Group Call Waiting					
653	Call Waiting - Originating					
654	Call Waiting - Terminating					
655	Class of Service Restriction - Fully Restricted					
656	Class of Service Restriction - Semi Restricted					
657	Class of Service Restriction - Toll Restricted					
658	Consultation Hold					
659	Dial Call Waiting					
660	Directed Call Pickup - Non Barge In					
661	Directed Call Pickup - With Barge In					
662	Distinctive Ringing and Call Waiting Tone					
663	Hunting Arrangement - Basic					
664	Hunting Arrangement - Circular					
665	Speed Calling Personal (short list)					
666	Three Way Calling					
667						
668	**ISDN BRI Port Features for Unbundled Centrex**					
669	Circuit Switched Voice (CSV)/(CSD) per BRI port					
670						
671	**Standard feature initialization**		$ -		$ 223.22	
672						
673	**System features (per Centrex Common Block)**		$ 310.38		NA	
674	Additional Call Offering for CSV					
675	Automatic Callback Calling					
676	Call Forwarding Busy Line					
677	Call Forwarding Don't Answer					
678	Call Forwarding Variable					
679	Call Hold					
680	Call Pickup					
681	Call Transfer - All Calls					
682	Class of Service Restriction - Fully Restricted					
683	Class of Service Restriction - Semi Restricted					
684	Class of Service Restriction - Toll Restricted					
685	Consultation Hold					
686	Dial Call Waiting					
687	Directed Call Pickup - Non Barge In					
688	Directed Call Pickup - With Barge In					
689	Distinctive Ringing					

TBD -To be determined
NRO -Nonrecurring only
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NA -Not Applicable

INDIANA BELL
TELEPHONE COMPANY
INCORPORATED d/b/a
SBC INDIANA
March 31, 2003

Line	INDIANA			Recurring		Non-Recurring	
2	**SBC Generic Rates**		**USOC**	Monthly		Frist	Additional
690	Hunting Arrangement - Basic						
691	Hunting Arrangement - Circular						
692	Speed Calling Personal (short list)						
693	Three Way Calling						
694	Custom Access Treatment Code (TX only)						
695	Denied Origination (TX only)						
696	Denied Termination (TX only)						
697	Intercom Dialing (TX only)						
698							
699	***OTHER***						
700		**DIRECTORY ASSISTANCE**					
701		**UNE-P DA**					
702		Directory Assistance, per call	OPEN	$ 0.30			
703		Directory Assistance Call Completion (DACC)	OPEN	$ 0.15			
704		National Directory Assistance	OPEN	$ 0.65			
705		Reverse Directory Assistance	OPEN	$ 1.25			
706							
707		**Facility-Based DA**					
708		Directory Assistance, per call	OPEN	$ 0.30		NA	NA
709		Directory Assistance Call Completion (DACC)	OPEN	$ 0.15		NA	NA
710		Directory Assistance/National Directory Assistance, Reverse DA, per call	OPEN	$ 0.35		NA	NA
711		Branding - Other - Initial/Subsequent Load	OPEN			$1,800.00	NA
712		- per call	OPEN	$ 0.025			
713		Branding - Facility Based - Initial/Subsequent Load					
714		- Branding, per trunk group	OPEN	NA		$ 800.00	NA
715		Directory Assistance - Rate Reference - Initial Load	OPEN	NA		$ 2,200.00	NA
716		Directory Assistance - Rate Reference - Subsequent Load	OPEN	NA		$ 1,000.00	NA
717							
718		**DA Listings**					
719		**DA Listing Liscense**					
720		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)					
721		- per listing for initial load	OPEN	NA		$ 0.040	NA
722		- per listing for subsequent updates	OPEN	NA		$ 0.060	NA
723		Option #2 Full File (all states inclusive) Billable Release					
724		- per listing for initial load	OPEN	NA		$ 0.020	NA
725		- per listing for subsequent updates	OPEN	NA		$ 0.030	NA
726		- per usage/query	OPEN	NA		$ 0.020	NA
727		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
728		- per listing for initial load	OPEN	NA		$ 0.050	NA
729		- per listing for subsequent updates	OPEN	NA		$ 0.060	NA
730		Option #4 Pick & Choose (by state) Billable Release					
731		- per listing for initial load	OPEN	NA		$ 0.020	NA
732		- per listing for subsequent updates	OPEN	NA		$ 0.030	NA
733		- per usage/query	OPEN	NA		$ 0.020	NA
734							
735		**OPERATOR SERVICES**					
736		Fully Automated Call Processing, per occurrence	OPEN	$ 0.15		NA	NA
737		Operator Assisted Call Processing, per work second	OPEN	$ 0.02		NA	NA
738		Branding - Other - Initial/Subsequent Load	OPEN			$ 1,800.00	NA
739		- per call	OPEN	$ 0.025			
740		Branding - Facility Based - Initial/Subsequent Load					
741		- per trunk group	OPEN	NA		$ 800.00	NA
742		Operator Services - Rate Reference - Initial Load	OPEN	NA		$ 2,200.00	NA
743		Operator Services - Rate Reference - Subsequent Load	OPEN	NA		$ 1,000.00	NA
744							
745		**Ancillary Message Billing Compensation (Per Message)**	OPEN	$ 0.03		NA	NA
746							
747		**Structure Access - Poles & Ducts**		Annually			
748		Per Pole attachment*	OPEN	$ 3.08			
749		Per Foot of innerduct	OPEN	$ 0.33			
750		Application fee	OPEN			$ 200.00	
751		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each					
752		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
753							
754		**Emergency Number Service Access**					
755		911 Selective Router Interconnection					
756		-Digital DS1 Interface	USAGE	$ 340.71		$ 1,700.97	
757		-Each DSO installed	USAGE	$ -		$ 665.49	
758		-Analog Channel Interface	EVG9X	$ 26.64		$ 770.97	

TBD -To be determined
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NA -Not Applicable

Line	INDIANA			Recurring		Non-Recurring	
2	SBC Generic Rates		USOC	Monthly		Frist	Additional
759			ANI/ALI/SR and Database Management				
760			- Per 100 records, rounded up to nearest 100	9S89X	$ 155.26	$ 15.68	
761			911 Selective Router Switch Administration				
762			-Per Selective Router	USAGE	$ 5.57	$ 1,717.33	
763							
764	**RECIPROCAL COMPENSATION**						
765		**End Office Switching**					
766			Set up charge, per call	USAGE	$ 0.011603		
767			Duration charge, per MOU	USAGE	$ 0.000830		
768		**Tandem Switching**					
769			Set up charge, per call	USAGE	$ 0.000400		
770			Duration charge, per MOU	USAGE	$ 0.000194		
771		**Tandem Transport Termination, per MOU**		USAGE	$ 0.000102		
772		**Tandem Transport Facility per MOU, per Mile**		USAGE	$ 0.000005		
773							
774	**TRANSIT SERVICE**						
775		**Tandem Switching - per minute of use**		USAGE	$ 0.004388	NA	
776		**Tandem Termination - per minute of use**		USAGE	$ 0.000095	NA	
777		**Tandem Facility - per minute of use**		USAGE	$ 0.000056	NA	
778							
779	**/1/**	**Per 3/28/02 IURC order in Indiana Case 40611-S1, Non Recurring Charge (NRC) does not apply to POTS or ISDN-BRI UNE-P Migrations or Installations.**					
780		**Application of rates is subject to SBC Indiana reservation of rights pertaining to that order, and subject to modification as a result of reconsideration,**					
781		**appeal, further IURC action, or other change of law.**					
782	**/2/**	**Rates are the result of 3/28/02 IURC order in Indiana Case 40611-S1. Rates are subject to SBC Indiana reservation of rights pertaining to that order,**					
783		**and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.**					
784	*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**						
785	***RESALE***				***RESALE DISCOUNTS***		
786		**BUSINESS**			RECURRING	NON-RECURRING	
787		**LOCAL EXCHANGE SERVICE**					
788		Business 1 Party		RESALE	21.46%	21.46%	
789		Business - Measured		RESALE	21.46%	21.46%	
790		Customer Operated Pay Telephone (COPT)		RESALE	21.46%	21.46%	
791							
792		**EXPANDED LOCAL CALLING**					
793		Extended Area Service		RESALE	21.46%	21.46%	
794							
795		**VERTICAL SERVICES**					
796		Anonymous Call Rejection		RESALE	21.46%	21.46%	
797		Repeat Dialing (Auto Redial)		RESALE	21.46%	21.46%	
798		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		RESALE	21.46%	21.46%	
799		Call Blocker		RESALE	21.46%	21.46%	
800		Call Forwarding		RESALE	21.46%	21.46%	
801		Call Forwarding - Busy Line		RESALE	21.46%	21.46%	
802		Call Forwarding - Busy Line/Don't Answer		RESALE	21.46%	21.46%	
803		Call Forwarding - Don't Answer		RESALE	21.46%	21.46%	
804		Automatic CallBack (Call Return)		RESALE	21.46%	21.46%	
805		Automatic CallBack-Per Use (Call Return - Usage Sensitive)		RESALE	21.46%	21.46%	
806		Call Trace		RESALE	21.46%	21.46%	
807		Call Waiting		RESALE	21.46%	21.46%	
808		Caller ID WithName (Calling Name)		RESALE	21.46%	21.46%	
809		Caller ID (Calling Number)		RESALE	21.46%	21.46%	
810		MultiRing Service -1 (Personalized Ring -1 Dependent Number)		RESALE	21.46%	21.46%	
811		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)		RESALE	21.46%	21.46%	
812		Remote Access to Call Forwarding (Grandfathered)		RESALE	0.00%	0.00%	
813		Selective Call Forwarding		RESALE	0.00%	0.00%	
814		Multi-Path Call Forwarding (Simultaneous Call Forwarding)		RESALE	21.46%	21.46%	
815		Remote Call Forwarding-Per Feature		RESALE	21.46%	21.46%	
816		RCF, Interstate, Interexchange		RESALE	21.46%	21.46%	
817		RCF, Intrastate		RESALE	21.46%	21.46%	
818		RCF, Interstate, International		RESALE	21.46%	21.46%	
819		RCF, Intrastate, Interexchange		RESALE	21.46%	21.46%	
820		RCF to 800		RESALE	21.46%	21.46%	
821		RCF Additional		RESALE	21.46%	21.46%	
822		Speed Calling 8		RESALE	21.46%	21.46%	
823		Speed Calling 30		RESALE	21.46%	21.46%	
824		Three Way Calling		RESALE	21.46%	21.46%	
825		Call Screening		RESALE	21.46%	21.46%	
826		Busy Line Transfer		RESALE	21.46%	21.46%	
827		Alternate Answer		RESALE	21.46%	21.46%	
828		Message Waiting - Tone		RESALE	21.46%	21.46%	
829		Easy Call		RESALE	21.46%	21.46%	
830		Prime Number Service		RESALE	21.46%	21.46%	

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INDIANA BELL
TELEPHONE COMPANY
INCORPORATED d/b/a
SBC INDIANA
March 31, 2003

Line	INDIANA		Recurring		Non-Recurring	
2	**SBC Generic Rates**	**USOC**	Monthly		Frist	Additional
831	SBC Indiana Privacy Manager	RESALE	21.46%		21.46%	
832	Name and Number Delivery Service	RESALE	21.46%		21.46%	
833						
834	**DID**					
835	DID	RESALE	21.46%		21.46%	
836						
837	**TRUNKS**					
838	Trunk	RESALE	21.46%		21.46%	
839						
840	**AIN**					
841	Area Wide Networking	RESALE	21.46%		21.46%	
842	SBC Indiana Switch Alternate Routing (ANSAR)	RESALE	21.46%		21.46%	
843	SBC Indiana Customer Location Alternate Routing (ACLAR)	RESALE	21.46%		21.46%	
844						
845	**OTHER**					
846	Grandfathered Services	RESALE	0.00%		0.00%	
847	Promotions (Greater than 90 days)	RESALE	21.46%		21.46%	
848	TouchTone (Business)	RESALE	21.46%		21.46%	
849	TouchTone (Trunk)	RESALE	21.46%		21.46%	
850	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
851	976 (976 Information Delivery Service)	RESALE	0%		0%	
852	Access Services (See Access Tariff)	RESALE	0%		0%	
853	Additional Directory Listings	RESALE	21.46%		21.46%	
854	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
855	Connection Services	RESALE	21.46%		21.46%	
856	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
857	Shared Tenant Service	RESALE	0%		0%	
858						
859	**Data Services**					
860	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	21.46%		21.46%	
861	PBX Trunks	RESALE	21.46%		21.46%	
862	Mulit-Service Optical Network (MON)	RESALE	21.46%		21.46%	
863	OCn-PTP	RESALE	21.46%		21.46%	
864	ADTS-E	RESALE	21.46%		21.46%	
865	DS0	RESALE	21.46%		21.46%	
866	DS1	RESALE	21.46%		21.46%	
867	DS3	RESALE	21.46%		21.46%	
868						
869	**ISDN**					
870	ISDN	RESALE	21.46%		21.46%	
871						
872	**DIRECTORY ASSISTANCE SERVICES**	RESALE	21.46%		20.29%	
873	Local Operator Assistance Service	RESALE	21.46%		21.46%	
874						
875	**TOLL**					
876	TOLL	RESALE	21.46%		21.46%	
877						
878	**OPTIONAL TOLL CALLING PLANS**					
879	Optional Toll Calling Plans	RESALE	21.46%		21.46%	
880						
881	**CENTREX (PLEXAR)**					
882	SBC Indiana Centrex Service ACS	RESALE	21.46%		21.46%	
883	SBC Indiana Centrex Network Manager	RESALE	0.00%		0.00%	
884						
885	**PRIVATE LINE**					
886	Analog Private Lines	RESALE	21.46%		21.46%	
887	Private Line Channel Services	RESALE	21.46%		21.46%	
888						
889	**RESIDENCE**		***RESALE DISCOUNTS***			
890	**LOCAL EXCHANGE SERVICE**		RECURRING		NON-RECURRING	
891	Life Line	RESALE	0.00%		0.00%	
892	Residence 1 Party	RESALE	21.46%		21.46%	
893	Residence Measured	RESALE	21.46%		21.46%	
894						
895	**EXPANDED LOCAL CALLING**					
896	Extended Area Service	RESALE	21.46%		21.46%	
897	**VERTICAL SERVICES**					
898	Anonymous Call Rejection	RESALE	21.46%		21.46%	
899	Repeat Dialing (Auto Redial)	RESALE	21.46%		21.46%	
900	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	21.46%		21.46%	
901	Call Blocker	RESALE	21.46%		21.46%	
902	Call Forwarding	RESALE	21.46%		21.46%	
903	Call Forwarding - Busy Line	RESALE	21.46%		21.46%	
904	Call Forwarding - Busy Line/Don't Answer	RESALE	21.46%		21.46%	
905	Call Forwarding - Don't Answer	RESALE	21.46%		21.46%	

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INDIANA BELL
TELEPHONE COMPANY
INCORPORATED d/b/a
SBC INDIANA
March 31, 2003

Line	INDIANA		Recurring		Non-Recurring	
2	**SBC Generic Rates**	**USOC**	Monthly		Frist	Additional
906	Automatic Call-Back (Call Return)	RESALE	21.46%		21.46%	
907	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	21.46%		21.46%	
908	Call Trace	RESALE	21.46%		21.46%	
909	Call Waiting	RESALE	21.46%		21.46%	
910	Caller ID with Name (Calling Name)	RESALE	21.46%		21.46%	
911	Caller ID (Calling Number)	RESALE	21.46%		21.46%	
912	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	21.46%		21.46%	
913	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	21.46%		21.46%	
914	Remote Access to Call Forwarding (GF)	RESALE	21.46%		21.46%	
915	RCF, Interstate, Interexchange	RESALE	21.46%		21.46%	
916	RCF, Intrastate	RESALE	21.46%		21.46%	
917	RCF, Interstate, International	RESALE	21.46%		21.46%	
918	RCF, Intrastate, Interexchange	RESALE	21.46%		21.46%	
919	RCF to 800	RESALE	21.46%		21.46%	
920	RCF Additional	RESALE	21.46%		21.46%	
921	Selective Call Forwarding	RESALE	21.46%		21.46%	
922	Speed Calling 8	RESALE	21.46%		21.46%	
923	Three Way Calling	RESALE	21.46%		21.46%	
924	Call Screening	RESALE	21.46%		21.46%	
925	Busy Line Transfer	RESALE	21.46%		21.46%	
926	Alternate Answer	RESALE	21.46%		21.46%	
927	Message Waiting - Tone	RESALE	21.46%		21.46%	
928	Easy Call	RESALE	21.46%		21.46%	
929	SBC Indiana Privacy Manager	RESALE	21.46%		21.46%	
930	Name and Number Delivery Service	RESALE	21.46%		21.46%	
931						
932	**ISDN**					
933	ISDN	RESALE	21.46%		21.46%	
934						
935	**DIRECTORY ASSISTANCE SERVICES**	RESALE	21.46%		21.46%	
936	Local Operator Assistance Service	RESALE	21.46%		21.46%	
937	Reverse Directory Assistance	RESALE	$1.25		NA	
938						
939	**OTHER**					
940	Grandfathered Services	RESALE	0.00%		0.00%	
941	Promotions (Greater than 90 Days)	RESALE	21.46%		21.46%	
942	TouchTone	RESALE	21.46%		21.46%	
943	Home Services Packages	RESALE	21.46%		21.46%	
944	900/976 Call Blocking (900/976 Call Restriction)	RESALE	21.46%		21.46%	
945	976 (976 Information Delivery Service)	RESALE	21.46%		21.46%	
946	Access Services (See Access Tariff)	RESALE	0%		0%	
947	Additional Directory Listings	RESALE	21.46%		21.46%	
948	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	21.46%		21.46%	
949	Connection Services	RESALE	21.46%		21.46%	
950	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
951	Shared Tenant Service	RESALE	0%		0%	
952						
953	**TOLL**					
954	Custom and Dedicated 800 Service (Home 800)	RESALE	21.46%		21.46%	
955	IntraLATA MTS	RESALE	21.46%		21.46%	
956	Toll Restriction	RESALE	21.46%		21.46%	
957						
958	**Electronic Billing Information Data (daily usage)**	RESALE	$0.00			
959	per message					
960						
961	**Local disconnect Report (LDR)**					
962	Per WTN	RESALE	$0.00			
963						
964	**Line Connection Charge**					
965	Residence	RESALE			N/A	
966	Business	RESALE			N/A	
967						
968	**Service Order/Service Request Charge**					
969	Residence	RESALE			$21.21	
970	Business	RESALE			$30.63	
971						
972	**Non-Electronic (Manual) Service Order Charge**					
973	Residence	RESALE			$9.02	
974	Business	RESALE			$9.02	

TBD -To be determined
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INDIANA BELL
TELEPHONE COMPANY INCORPORATED
March 17, 2003

		Collocation Services			
	Indiana	**CAGE**			
		QUOTE SHEET			
				QUANTITY	**RATE**	**RATE**
				OF	**MONTHLY**	**NON-**
	COST ELEMENT	**UNIT**	**USOC**	**UNITS**	**RECURRING**	**RECURRING**
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**			**$26.03**
	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**			**$50.65**
	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**		**$6.41**	
COMMON SYSTEMS						
	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**		**$0.30**	**$116.24**
POWER PROVISIONING						
	Power Engineering:					
	ILEC-Vendor Engineering	Per Application	**NRL6Q**			**$581.60**
	DC Power Engineering	Per Application	**NRL6P**			**$618.17**
	Power Panel:					
	50 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	200 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	Power Cable and Infrastructure:					
	Power Cable Rack	Per Four Power Cables or Quad	**S8F29**		**$0.12**	**$48.17**
	20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	Equipment Grounding:					
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**S8FCR**		**$0.08**	**$30.59**
POWER CONSUMPTION (Including HVAC)						
	20 Amps	Per 20 Amps	**S8FPT**		**$238.50**	
	40 Amps	Per 40 Amps	**S8FQD**		**$477.00**	
	50 Amps	Per 50 Amps	**S8FPS**		**$596.25**	
	100 Amps	Per 100 Amps	**S8FQE**		**$995.60**	
	200 Amps	Per 200 Amps	**S8FQF**		**$1,991.19**	
	400 Amps	Per 400 Amps	**SP1QJ**		**$3,982.38**	
FIBER CABLE PLACEMENT						
	Central Office:					
	Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	**S8FQ9**		**$12.48**	**$872.48**
	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**		**$12.92**	
MISCELLANEOUS & OPTIONAL COST:						
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**		**$0.01**	**$14.80**
	Bits Timing	Per two circuits	**S8FQT**		**$0.50**	**$697.92**
	Space Availability Report	Per Premise	**NRLYX**			**$113.73**
	Security Access / ID Cards	Per Card	**NRLZW**			**$30.82**
	ID Card	Per Card	NONE			**$0.00**
	Cage Prep Costs					
	Vendor Layout & Coord.	Per CLEC Cage	**NRL6N**			**$501.34**
	AC Circuits to Cage	Per CLEC Cage	**NRL6O**			**$556.06**
	Cage Fencing Placement	Per Linear Foot Cage Enclosure (CLEC Provides)				**$0.00**
	Cage Fencing Removal	Per Linear Foot Removed (CLEC Removes)				**$0.00**
	Cage Fencing Relocation	Per Linear Foot Relocated (CLEC Relocates)				**$0.00**
	Cage Door & Lock	Each (CLEC Provides)				**$0.00**
	Backboard	Each (CLEC Provides)				**$0.00**
	Signage	Each (CLEC Provides)				**$0.00**
	Overhead light	Each (CLEC Provides)				**$0.00**
	AC Electrical Outlet	Each (CLEC Provides)				**$0.00**
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	**NRL6R**			**$1,050.04**
	Installation	Per Cable (CLEC Installs Cable)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**		**$4.44**	**$170.25**
	Rack - Voice Grade	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**		**$4.44**	**$170.25**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8FQM**		**$227.36**	**$5,134.09**
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F46**		**$1.91**	**$461.45**
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F47**		**$117.71**	**$3,411.13**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8FQN**		**$0.90**	**$163.25**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8FQR**		**$5.77**	**$263.65**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement	**NRL6W**			**$755.11**
	Cable Installation	Per Placement (CLEC Installs Cable)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F4X**		**$0.20**	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	**S8F4Y**		**$0.13**	

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

		Collocation Services				
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F4Z**		**$0.86**	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F4G**		**$0.41**	
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	**SP1QC**			**$13.96**
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL1D**			**$735.53**
	Project Coordination	Per CLEC Application	**NRL57**			**$2,433.31**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL1F**			**$476.15**
	Project Coordination	Per CLEC Application Augment	**NRL58**			**$1,309.76**
	TIME SENSITIVE ACTIVITIES					
	PRE-VISIT					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$23.08**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$9.35**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$12.31**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$18.53**
	CONSTRUCTION-VISIT					
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$18.53**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$23.08**

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INDIANA BELL
TELEPHONE COMPANY INCORPORATED
March 17, 2003

		Collocation Services			
	Indiana	**CAGELESS**			
		QUOTE SHEET			
				QUANTITY	**RATE**	**RATE**
				OF	**MONTHLY**	**NON-**
	COST ELEMENT	**UNIT**	**USOC**	**UNITS**	**RECURRING**	**RECURRING**
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Site Conditioning	Per 10 Sq. Ft. of space used by CLEC	**S8FWC**			**$260.30**
	Safety & Security	Per 10 Sq. Ft. of space used by CLEC	**S8FWG**			**$506.50**
	Floor Space Usage	Per 10 Sq. Ft. of space used by CLEC	**S8F9C**		**$64.10**	
	Site Conditioning	Per 18 Sq. Ft. of space used by CLEC	**S8FWD**			**$468.54**
	Safety & Security	Per 18 Sq. Ft. of space used by CLEC	**S8FWH**			**$911.70**
	Floor Space Usage	Per 18 Sq. Ft. of space used by CLEC	**S8F9E**		**$115.38**	
COMMON SYSTEMS						
	Common Systems - Cageless	Per 10 Sq. Ft. of space used by CLEC	**S8FWE**		**$3.80**	**$1,471.80**
	Common Systems - Cageless	Per 18 Sq. Ft. of space used by CLEC	**S8FWF**		**$6.84**	**$2,649.24**
POWER PROVISIONING						
	Power Engineering:					
	ILEC-Vendor Engineering	Per Application	**NRL6Q**			**$581.60**
	DC Power Engineering	Per Application	**NRL6P**			**$618.17**
	Power Panel:					
	50 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	200 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	Power Cable and Infrastructure:					
	Power Cable Rack	Per Four Power Cables or Quad	**S8F29**		**$0.12**	**$48.17**
	20 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	40 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	50 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	100 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	200 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	Equipment Grounding:					
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**S8FCR**		**$0.08**	**$30.59**
POWER CONSUMPTION (Including HVAC)						
	20 Amps	Per 20 Amps	**S8FPT**		**$238.50**	
	40 Amps	Per 40 Amps	**S8FQD**		**$477.00**	
	50 Amps	Per 50 Amps	**S8FPS**		**$596.25**	
	100 Amps	Per 100 Amps	**S8FQE**		**$995.60**	
	200 Amps	Per 200 Amps	**S8FQF**		**$1,991.19**	
	400 Amps	Per 400 Amps	**SP1QJ**		**$3,982.38**	
FIBER CABLE PLACEMENT						
	Central Office:					
	Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	**S8FQ9**		**$12.48**	**$872.48**
	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**		**$12.92**	
MISCELLANEOUS & OPTIONAL COST:						
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**		**$0.01**	**$14.80**
	Bits Timing	Per two circuits	**S8FQT**		**$0.50**	**$697.92**
	Space Availability Report	Per Premise	**NRLYX**			**$113.73**
	Security Access / ID Cards	Per Card	**NRLZW**			**$30.82**
	ID Card	Per Card	NONE			**$0.00**
	CAGELESS / POT BAY OPTIONS					
	Equipment Bay	CLEC Provided				
	Non Standard Bay	CLEC Provided				
	VF/DS0 Termination Panel	CLEC Provided				
	VF/DS0 Termination Module	CLEC Provided				
	DDP-1 Panel	CLEC Provided				
	DDP-1 Jack Access Card	CLEC Provided				
	DS3/STS-1 Interconnect Panel	CLEC Provided				
	DS3 Interconnect Module	CLEC Provided				
	Fiber Optic Splitter Panel	CLEC Provided				
	Fiber Termination Dual Module	CLEC Provided				
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL6R**			**$1,050.04**
	Installation	Per Cable (CLEC Installs Cable)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**S8F3E**		**$4.44**	**$170.25**
	Rack - Voice Grade	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	**S8FWV**		**$4.44**	**$170.25**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8F2J**		**$227.36**	**$5,134.09**
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F2P**		**$1.91**	**$461.45**
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F21**		**$117.71**	**$3,411.13**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8F25**		**$0.90**	**$163.25**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8F49**		**$5.77**	**$263.65**
	Fiber Racking per 24 Fiber Cable	Per Placement				

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

		Collocation Services				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	**NRL6W**			**$755.11**
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F4X**		**$0.20**	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	**S8F4Y**		**$0.13**	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F4Z**		**$0.86**	
	24 Fiber Cable	Per Placement (CLEC Proviides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F4G**		**$0.41**	
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	**SP1QC**			**$13.96**
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL1D**			**$735.53**
	Project Coordination	Per CLEC Application	**NRL57**			**$2,433.31**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL1F**			**$476.15**
	Project Coordination	Per CLEC Application Augment	**NRL58**			**$1,309.76**
	TIME SENSITIVE ACTIVITIES					
	PRE-VISIT					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$23.08**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$9.35**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$12.31**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$18.53**
	CONSTRUCTION-VISIT					
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$18.53**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$23.08**

ICB -Individual Case Basis
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		Collocation Services			
	Indiana	**ADJACENT STRUCTURE**			
		COST SUMMARY			
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure					
			QUANTITY	**RATE**	**RATE**
			OF	**MONTHLY**	**NON-**
	COST ELEMENT	**UNIT**	**USOC**	**UNITS**	**RECURRING**	**RECURRING**
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
	Floor Space Usage	Per Sq. Ft. of land used by CLEC	**S8F55**		**$0.00**	
CONDUIT PLACEMENT					
	Co to Adjacent Structure	Per Linear Foot per 7 Ducts	**NRL8L**			**$310.58**
	Set Up and Wall Coring	Per Placement	**S8F8E**			**$5,776.48**
DC POWER PROVISIONING					
	Power Engineering:				
	DC Power Engineering	Per Placement	**S8F8V**			**$618.17**
	50 Amp DC Power Extension				
	50 Amp Power Panel	Per Power Panel (CLEC Provides)	**NONE**			**$0.00**
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	**S8FWZ**			**$5,757.87**
	50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	**NONE**			**$0.00**
	200 Amp DC Power Extension				
	200 Amp Power Panel	Per Power Panel (CLEC Provides)	**NONE**			**$0.00**
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	**S8FW3**			**$5,757.87**
	200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)				
DC POWER CONSUMPTION					
	20 Amps	Per 20 Amps	**S8FWJ**		**$159.97**	
	40 Amps	Per 40 Amps	**S8FNK**		**$319.94**	
	50 Amps	Per 50 Amps	**S8FWK**		**$399.92**	
	100 Amps	Per 100 Amps	**S8FWL**		**$799.84**	
	200 Amps	Per 200 Amps	**S8F3U**		**$1,599.68**	
AC POWER PROVISIONING					
	100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)				
	AC Power	Per KWH	**S8F56**		**$0.06**	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
	CO Site Survey		**NRL84**			**$2,503.26**
PROJECT MANAGEMENT					
	INITIAL				
	Application Processing	Per CLEC Application	**NRL6X**			**$587.31**
	Project Coordination	Per CLEC Application	**NRL6Z**			**$4,142.62**
	AUGMENT				
	Application Processing	Per CLEC Application Augment	**NRL6Y**			**$476.15**
	Project Coordination	Per CLEC Application Augment	**NRL83**			**$1,955.61**
OPTIONAL COST:					
FIBER CABLE PLACEMENT					
	Fiber Cable Engineering	Per Placement	**S8FW6**			**$619.94**
	Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls ca	**S8FW7**		**$4.41**	
	Innerduct Placement	Per Linear Foot	**S8FW8**			**$1.40**
INTERCONNECTION COSTS:					
INTERCONNECTION EXTENSION					
	VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)				
	(50 Pair Copper Cable)					
	VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)				
	(50 Pair Shielded Cable)					
	DS3 Extension - 1 DS3	Per Linear Foot (Clec Provides Cable)				
	(Coax Cable)					
	Optical Extension	Per Linear Foot (Clec Provides Cable)				
	(4 Fiber Jumper)					
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
	Route Design	Per Application	**NRL8P**			**$1,050.04**
	Installation	Per Cable (CLEC Installs)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**S8F3G**		**$4.44**	**$170.25**
	Rack - Voice Grade	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	**S8FWW**		**$4.44**	**$170.25**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8F2L**		**$227.36**	**$5,134.09**
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F2R**		**$1.91**	**$461.45**
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F23**		**$117.71**	**$3,411.13**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8F27**		**$0.90**	**$163.25**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8F3N**		**$5.77**	**$263.65**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
	Route Design	Per Placement	**NRL8Q**			**$755.11**
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F57**		**$0.20**	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				

ICB -Individual Case Basis
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		Collocation Services				
	Cable Rack Per DS-3	Per Placement	**S8F58**		**$0.13**	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F59**		**$0.86**	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F61**		**$0.41**	
	4 Inch Conduit	Per Placement (CLEC Provided)				
	TIME SENSITIVE ACTIVITIES					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$23.08**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$9.35**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$12.31**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$18.53**
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$18.53**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$23.08**

ICB -Individual Case Basis
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	Collocation Services				
Indiana	VIRTUAL COLLOCATION				
	QUOTE SHEET				
			QUANTITY	RATE	RATE
			OF	MONTHLY	NON-
COST ELEMENT	UNIT	USOC	UNITS	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	**S8F62**		**$30.76**	
Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8F63**		**$55.36**	
Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	**S8F66**		**$30.76**	
Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8F67**		**$55.36**	
EQUIPMENT BAYS					
Equipment Bay Standard	Per Standard Bay (CLEC Provides)				
Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)				
COMMON SYSTEMS					
Common Systems - Standard Bay	Per Standard Equipment Bay	**S8F64**		**$15.43**	
Common Systems - Non-Standard Bay	Per Non-Standard Bay	**S8F65**		**$27.78**	
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	**NRLJX**			**$581.60**
DC Power Engineering	Per Application	**NRLFU**			**$618.17**
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)				
Power Cable and Infrastructure:					
Power Cable Rack Occupancy	Per Four Power Cables or Quad	**S8F68**		**$0.76**	
20 Amp	Per Four Power Cables or Quad (CLEC Provides)				
40 Amp	Per Four Power Cables or Quad (CLEC Provides)				
50 Amp	Per Four Power Cables or Quad (CLEC Provides)				
Equipment Grounding:					
Ground Cable Placement	Per CLEC Equipment or Cabinet Bay	**S8F69**		**$0.53**	
POWER CONSUMPTION					
DC Power Usage	Per Amp	**S8F78**		**$9.23**	
FIBER CABLE PLACEMENT					
Fiber Cable Placement	Per Fiber Cable Sheath	**S8F79**		**$8.02**	**$2,362.23**
Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**		**$12.92**	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Survey					
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	**NRL1U**			**$436.10**
Project Coordination	Per CLEC Application	**NRL59**			**$2,768.86**
AUGMENT					
Application Processing	Per CLEC Application Augment	**NRL56**			**$324.94**
Project Coordination	Per CLEC Application Augment	**NRL5Z**			**$1,309.76**
TIME SENSITIVE ACTIVITIES					
TRAINING					
Communication Technician	Per 1/2 Hour	**NRLJY**			**$18.70**
C O Manager (LFO)	Per 1/2 Hour	**NRLMO**			**$24.62**
Power Engineer	Per 1/2 Hour	**NRLNQ**			**$37.05**
Equipment Engineer	Per 1/2 Hour	**NRLP6**			**$37.05**
EQUIPMENT MAINTENANCE COST					
Communication Technician (NOC)	Per 1/4 Hour	**NRLVH**			**$9.35**
EQUIPMENT EVALUATION COST					
Equipment Engineer	Per 1/2 Hour	**NRLP7**			**$37.05**
CONSTRUCTION COORDINATION					
Communication Technician	Per 1/2 Hour	**NRLVD**			**$18.70**
TEST & ACCEPTANCE					
Communication Technician	Per 1/2 Hour	**NRLVD**			**$18.70**
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Placement	**NRLWF**			**$1,050.04**
Cable Installation	Per Arrangement				
Voice Grade Arrangement	100 Copper Pairs	**S8F82**		**$1.89**	**$170.25**
Includes Rack & Maintenance-Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs	**S8F83**		**$1.89**	**$170.25**
Includes Rack & Maintenance-Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1	**S8F8X**		**$227.36**	**$5,134.09**
Includes Rack & Maintenance - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1	**S8F8Y**		**$1.91**	**$461.45**
Includes Rack & Maintenance - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3	**S8F8Z**		**$117.71**	**$3,411.13**
Includes Rack & Maintenance - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3	**S8F81**		**$0.90**	**$163.25**
Includes Rack & Maintenance - DS3 - DSX	1 DS3				
4 Fiber Jumper	per Placement	**S8F84**		**$5.26**	**$131.83**
Fiber Raceway per 4 Fiber Jumper	Per Placement				

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

INDIANA BELL
TELEPHONE COMPANY INCORPORATED
March 17, 2003

		Collocation Services				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	**NRLWG**			**$827.71**
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F85**		**$0.30**	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	**S8F86**		**$0.20**	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F87**		**$1.28**	
	24 Fiber Cable	Per Placement (CLEC Provides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F88**		**$0.60**	
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	**S8F8W**		**$0.04**	**$14.80**
	Bits Timing	Per two circuits	**S8F7Z**		**$1.78**	**$697.92**

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

Indiana
Merger Conditions Pricing

MERGER CONDITIONS PRICING	USOC		Monthly Rate	Nonrecurring Rate	
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Zone 1 - Rural			$ 6.23	Uses existing rate in underlying agreement, if none, use generic rate	
Zone 2 - Suburban			$ 6.23	Uses existing rate in underlying agreement, if none, use generic rate	
Zone 3 - Urban			$ 6.23	Uses existing rate in underlying agreement, if none, use generic rate	

SCHEDULE - UNE COMBINATIONS
(Indiana)

UNE-P

2-Wire Basic Analog loop w/ Basic line Port
2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
2-Wire Basic Analog loop w/ Analog DID trunk Port
2-Wire Basic Analog loop w/ Centrex Basic line Port
2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
2-Wire 160kbps (ISDN BRI) Digital Loop to ISDN Direct Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
4-Wire Digital (Loop) with Digital Trunking Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port

Prem to Prem

2-Wire Analog Loop to 2-Wire Analog Loop (same wire center)
2-Wire Digital Loop to 2-Wire Digital Loop (same wire center)
4-Wire Analog Loop to 4-Wire Analog Loop (same wire center)
4-Wire Digital Loop to 4-Wire Digital Loop (same wire center)
2-Wire Analog Loop to 4-Wire Analog Loop (same wire center)
2-Wire Analog Loop to DS1 Dedicated Transport facilities to 2-Wire Analog Loop
2-Wire Digital Loop to DS1 Dedicated Transport facilities to 2-Wire Digital Loop
4-Wire Digital loop to DS1 Dedicated Transport facilities to 4-Wire Digital Loop
4-Wire Analog Loop to DS1 Dedicated Transport facilities to 4-Wire Analog Loop
4-Wire Digital Loop to OC3 Dedicated Transport facilities to 4-Wire Digital Loop
2-Wire Analog Loop to DS1 Dedicated Transport facilities to 4-Wire Analog Loop

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Analog Loop to Ocn UDT
4-Wire Analog Loop to OCn UDT

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **SBC MICHIGAN** under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if **SBC MICHIGAN** provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by **SBC MICHIGAN** and CLEC.

1.5 Except as otherwise agreed upon by the Parties in writing, **SBC MICHIGAN** shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.

1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

1.7 The following defines the zones found in this Appendix PRICING:

For Loops:

Rate Zone:	Total Access Lines:
Zone A	See: Tariff 20, Part 4, Section 2, Sheets 7-34
Zone B	See: Tariff 20, Part 4, Section 2, Sheets 7-34
Zone C	See: Tariff 20, Part 4, Section 2, Sheets 7-34

For Unbundled Interoffice Transmission Facilities:

Rate Zone:	Total Access Lines:
Zone 1	See: FCC #2, Section 7, Subsection 7.7
Zone 2	See: FCC #2, Section 7, Subsection 7.7
Zone 3	See: FCC #2, Section 7, Subsection 7.7

1.8 For modifications of **SBC MICHIGAN**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

1.9 To the extent a CLEC orders a product/UNE that is not in its current Interconnection Agreement, SBC reserves the right to reject the order. In the event the order is rejected, the CLEC may either issue a BFR or, if the product/UNE is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the product/UNE, the CLEC may request an amendment to its current Interconnection Agreement to provide for the product/UNE under the same terms, conditions and rates as provided in that approved Agreement.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.

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 MICHIGAN** 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 MICHIGAN** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.

3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.

3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SBC MICHIGAN** network, without any changes to **SBC MICHIGAN**’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 Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **SBC MICHIGAN** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.

3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS – Shared Transport (ULS-ST)

4.2 General Principles for Stand Alone ULS

4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **SBC MICHIGAN** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **SBC MICHIGAN** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General ULS-ST information

4.3.1 Beginning on October 9, 2000, **SBC MICHIGAN** no longer provides Unbundled Local Switching with Interim Shared Transport (ULS-IST), but rather provides Unbundled Local Switching with Shared Transport (ULS-ST) in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999).

4.3.2 Unbundled Local Switching with Shared Transport (ULS-ST) offering is available through the UNE Appendix that contains the applicable terms and conditions.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Line	MICHIGAN - Generic Pricing Schedule /1/		SBC RECURRING		SBC NON-RECURRING	
2		USOC	Monthly		Initial	Additional
3	***UNBUNDLED NETWORK ELEMENTS***					
4	**Unbundled Loops**					
5	**Loops**					
6	2-Wire Analog - Rural (Zone C)	U2HC1-C5	$ 12.54		See NRC prices below	
7	2-Wire Analog - Suburban (Zone B)	U2HB1-B3	$ 8.73		See NRC prices below	
8	2-Wire Analog - Metro (ZoneA)	U2HAA	$ 8.47		See NRC prices below	
9	Conditioning for dB Loss					
10	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	U2WC1-C5	$ 13.20		See NRC prices below	
11	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	U2WB1-B3	$ 9.46		See NRC prices below	
12	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (ZoneA)	U2WAA	$ 9.04		See NRC prices below	
13	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	U2JC1-C5	$ 13.20		See NRC prices below	
14	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	U2JB1-B3	$ 9.46		See NRC prices below	
15	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	U2JAA	$ 9.04		See NRC prices below	
16	2-Wire Analog - COPTS Coin - Rural (Zone C)	U2CC1-C5	$ 12.54		See NRC prices below	
17	2-Wire Analog - COPTS Coin - Suburban (Zone B)	U2CB1-B3	$ 8.73		See NRC prices below	
18	2-Wire Analog - COPTS Coin - Metro (Zone A)	U2CAA	$ 8.47		See NRC prices below	
19	2-Wire Analog - EKL - Rural (Zone C)	U2KC1-C5	$ 12.65		See NRC prices below	
20	2-Wire Analog - EKL - Suburban (Zone B)	U2KB1-B3	$ 8.86		See NRC prices below	
21	2-Wire Analog - EKL - Metro (ZoneA)	U2KAA	$ 8.58		See NRC prices below	
22	4-Wire Analog - Rural (Zone C)	U4HC1-C5	$ 26.68		See NRC prices below	
23	4-Wire Analog - Suburban (Zone B)	U4HB1-B3	$ 19.29		See NRC prices below	
24	4-Wire Analog - Metro (Zone A)	U4HAA	$ 18.37		See NRC prices below	
25	2-Wire Digital - Rural (Zone C)	U2QC1-C5	$ 14.89		See NRC prices below	
26	2-Wire Digital - Suburban (Zone B)	U2QB1-B3	$ 11.17		See NRC prices below	
27	2-Wire Digital - Metro (Zone A)	U2QAA	$ 10.29		See NRC prices below	
28	4-Wire Digital - Rural (ZoneC)	4U1C1-C5	$ 47.26		See NRC prices below	
29	4-Wire Digital - Suburban (ZoneB)	4U1B1-B3	$ 41.57		See NRC prices below	
30	4-Wire Digital - Metro (Zone A)	4U1AA	$ 34.66		See NRC prices below	
31	DS3 Loop - Rural (Access Area C)	U4D3C	$ 743.35		See NRC prices below	
32	DS3 Loop - Suburban (Access Area B)	U4D3B	$ 726.89		See NRC prices below	
33	DS3 Loop - Metro (Access Area A)	U4D3A	$ 639.41		See NRC prices below	
34	**DSL Capable Loops**					
35	2-Wire xDSL Loop					
36	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	$ 14.17		TBD	N/A
37	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	$ 11.29		TBD	N/A
38	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	$ 10.26		TBD	N/A
39						
40	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	$ 14.17		TBD	N/A
41	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	$ 11.29		TBD	N/A
42	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	$ 10.26		TBD	N/A
43						
44	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	$ 14.17		See NRC prices below	
45	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	$ 11.29		See NRC prices below	
46	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	$ 10.26		See NRC prices below	
47						
48	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	$ 14.17		TBD	N/A
49	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	$ 11.29		TBD	N/A
50	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	$ 10.26		TBD	N/A
51						
52	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	$ 14.17		See NRC prices below	
53	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	$ 11.29		See NRC prices below	
54	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	$ 10.26		See NRC prices below	
55						
56	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	$ 14.17		TBD	N/A
57	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	$ 11.29		TBD	N/A
58	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	$ 10.26		TBD	N/A
59	4-Wire xDSL Loop					
60	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	$ 28.21		See NRC prices below	
61	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	$ 22.48		See NRC prices below	
62	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	$ 20.43		See NRC prices below	
63	**IDSL Capable Loop**					
64	IDSL Loop Access Area C - Rural	UY5FC	$ 14.89		See NRC prices below	
65	IDSL Loop Access Area B - Suburban	UY5FB	$ 11.17		See NRC prices below	
66	IDSL Loop Access Area A - Metro	UY5FA	$ 10.29		See NRC prices below	
67						
68	**Loop Non-Recurring Charges**					
69	Service Order- Initial /1/ /2/ /5/ /7/ /8/	SEPUP	N/A		$ 3.16	N/A
70	Service Order- Disconnect	NR9OE	N/A		$ 1.54	N/A
71	Service Order- Subsequent	REAH9	N/A		$ 3.02	N/A
72	Loop Connection /1/ /2/ /5/ /7/ /8/	SEPUC	N/A		$ 17.82	N/A
73	Loop Disconnect	NR9OG	N/A		$ 5.85	N/A
74	Loop - Record Work Only	NR9UP	N/A		$ 1.86	N/A
75	Loop Connection - Add/Change	REAH5	N/A		$ 17.82	N/A
76	**DS0 - Service Non-Recurring**					
77	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR9OH	N/A		$ 107.16	N/A
78	Design and CO Connection Charge, per circuit - Install /1/ /2/ /5/ /7/ /8/	NR9OK	N/A		$ 74.94	N/A
79	Carrier Connection Charge per Termination - Install /1/ /2/ /5/ /7/ /8/	NR9ON	N/A		$ 239.23	N/A
80	Administration Charge, per order - Disconnect	NR9OJ	N/A		$ 74.44	N/A
81	Design and CO Connection Charge, per circuit - Disconnect	NR9OM	N/A		$ 56.56	N/A
82	Carrier Connection Charge per Termination - Disconnect	NR9OQ	N/A		$ 82.32	N/A
83	**DS1 - Service Non-Recurring**					
84	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR9OR	N/A		$ 136.82	N/A
85	Design and CO Connection Charge, per circuit - Install /1/ /2/ /5/ /7/ /8/	NR90U	N/A		$ 339.17	N/A
86	Carrier Connection Charge per Termination - Install /1/ /2/ /5/ /7/ /8/	NR90W	N/A		$ 209.19	N/A
87	Administration Charge, per order - Disconnect	NR9OT	N/A		$ 74.33	N/A
88	Design and CO Connection Charge, per circuit - Disconnect	NR9OV	N/A		$ 34.41	N/A
89	Carrier Connection Charge per Termination - Disconnect	NR9OX	N/A		$ 75.01	N/A
90	**DS3 Loop Non-Recurring Charges**					
91	Administrative charge, per order per location - Initial order /5/	NR9OY	N/A		$ 182.70	N/A
92	Disconnect order	NR9OZ	N/A		$ 78.65	N/A
93	Design & Central Office Connection Charge, per DS3 - Initial order /5/	NR9O1	N/A		$ 566.80	N/A
94	Disconnect order	NR9O2	N/A		$ 103.83	N/A
95	Carrier Connection Charge, per DS3 - Initial order /5/	NR9O3	N/A		$ 190.57	N/A
96	Disconnect order	NR9O4	N/A		$ 51.13	N/A

TBD - To be determined
NRO - Nonrecurring only
ICB - Individal Case Basis
NA - Not Applicable

Line	MICHIGAN - Generic Pricing Schedule /1/				SBC RECURRING		SBC NON-RECURRING	
2				USOC	Monthly		Initial	Additional
97		Cancellation or Change Service Charge-Analog Loop, per last critical date reached						
98			Design Layout Report Date /7/	NR95O	N/A		$ 4.03	N/A
99			Records Issue Date /7/	NR95P	N/A		$ 17.90	N/A
100			Designed, Verified, and Assigned Date /7/	NR95Q	N/A		$ 35.78	N/A
101			Plant Test Date /7/	NR95R	N/A		$ 45.60	N/A
102		Cancellation or Change Service Charge-DS0 Loop, per last critical date reached						
103			Design Layout Report Date /7/	NR95S	N/A		$ 51.26	N/A
104			Records Issue Date /7/	NR95T	N/A		$ 107.67	N/A
105			Designed, Verified, and Assigned Date /7/	NR95U	N/A		$ 123.81	N/A
106			Plant Test Date /7/	NR95V	N/A		$ 421.34	N/A
107		Cancellation or Change Service Charge-DS1 Loop, per last critical date reached						
108			Design Layout Report Date /7/	NR95W	N/A		$ 327.96	N/A
109			Records Issue Date /7/	NR95X	N/A		$ 423.21	N/A
110			Designed, Verified, and Assigned Date /7/	NR95Y	N/A		$ 439.33	N/A
111			Plant Test Date /7/	NR95Z	N/A		$ 685.18	N/A
112		Due Date Change Charge, per Order, per Occasion						
113			Analog Loop /7/	NR955	N/A		$ 3.16	N/A
114			DS0 Loop /7/	NR956	N/A		$ 18.76	N/A
115			DS1 Loop /7/	NR957	N/A		$ 18.76	N/A
116								
117	**Service Coordination Fee, per central office /4/**			UFE	$ 0.84		N/A	N/A
118								
119	**HFPL**							
120		**HFPL Loops**						
121	*	HFPL Loop - Access Area C- Rural		ULPP3	$ 7.08		See NRC prices below	
122	*	HFPL Loop - Access Area B- Suburban		ULPP2	$ 5.64		See NRC prices below	
123	*	HFPL Loop - Access Area A- Metro		ULPP1	$ 5.13		See NRC prices below	
124								
125								
126		**HFPL Cross Connect Configuration Charge**						
127		HFPL Cross Connect - CLEC Owned Non Integrated		UKCGE	$ 0.15		See NRC prices below	
128		HFPL Cross Connect - CLEC Owned Integrated		UKCGD	$ 0.15		See NRC prices below	
129		HFPL Cross Connect - SBC Owned		UKCGX	$ 0.15		See NRC prices below	
130		The price assumes all Central Office cross-connects required to provision the HFPL product						
131		**HFPL Cross Connect Configuration Charge Non-Recurring Charges**						
132		**HFPL Cross Connect - CLEC Owned Splitter Non Integrated**						
133			Installation	UKCGE			$ 10.00	N/A
134			Disconnect	UKCGE			$ 10.00	N/A
135		**HFPL Cross Connect - CLEC Owned Splitter Integrated**						
136			Installation	UKCGD			$ 10.00	N/A
137			Disconnect	UKCGD			$ 10.00	N/A
138		**HFPL Cross Connect - SBC Owned Splitter**						
139			Installation	UKCGX			$ 10.00	N/A
140			Disconnect	UKCGX			$ 10.00	N/A
141		**HFPL OSS Charge**						
142		HFPL OSS Charge - per line		UM3	$ 0.25		N/A	N/A
143		**LST**						
144		Line & Station Transfer(LST) performed on CODSLAM Loop		URCLD	N/A		$ 151.21	
145		Line & Station Transfer(LST) performed on Sub Loop		URCLB	N/A		$ 133.44	
146	*	**HFPL Service Order Charge**						
147		Service Order- Installation, per occasion per location		SEPUP	N/A		$ 3.16	N/A
148		Service Order- Disconnect, per occasion per location		NR9OE	N/A		$ 1.54	N/A
149		Service Order- Subsequent, per occasion		REAH9	N/A		$ 3.02	N/A
150		Service Order- Record Work, per occasion		OPEN	NA		$ 1.86	N/A
151								
152	**Loop Qualification Process**							
153		Loop Qualification Process - Mechanized		NR98U	N/A		$ 0.10	N/A
154		Loop Qualification Process - Manual		NRBXU	N/A		$ 141.38	N/A
155		Loop Qualification Process - Detailed Manual		TBD	N/A		TBD	N/A
156								
157	**DSL Conditioning**							
158		**DSL Conditioning Options - >12KFT and < 17.5KFT**						
159			Removal of Repeater Options	NRB31	N/A		$ 24.29	N/A
160			Removal Bridged Tap Option	NRB34	N/A		$ 23.35	N/A
161			Removal of Load Coil	NRB37	N/A		$ 29.67	N/A
162		**DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT**						
163			Removal of Repeater Options	NRB32	N/A		$ 24.29	N/A
164			Removal Bridged Tap Option	NRB35	N/A		$ 23.35	N/A
165			Removal of Load Coil	NRB38	N/A		$ 11.87	N/A
166								
167								
168	**SUB-LOOPS**							
169		CO to ECS sub-loop						
170			2 Wire Analog - area A	PENDING	$ 4.54		See NRC prices below	
171			2 Wire Analog - area B	PENDING	$ 5.25		See NRC prices below	
172			2 Wire Analog - area C	PENDING	$ 5.18		See NRC prices below	
173			4 Wire Analog - area A	PENDING	$ 12.00		See NRC prices below	
174			4 Wire Analog - area B	PENDING	$ 14.37		See NRC prices below	
175			4 Wire Analog - area C	PENDING	$ 13.73		See NRC prices below	
176			2 Wire DSL - area A	PENDING	TBD		See NRC prices below	
177			2 Wire DSL - area B	PENDING	TBD		See NRC prices below	
178			2 Wire DSL - area C	PENDING	TBD		See NRC prices below	
179			4 Wire DSL - area A	PENDING	TBD		See NRC prices below	
180			4 Wire DSL - area B	PENDING	TBD		See NRC prices below	
181			4 Wire DSL - area C	PENDING	TBD		See NRC prices below	
182			2 Wire ISDN Compatible - area A	PENDING	$ 9.59		See NRC prices below	
183			2 Wire ISDN Compatible - area B	PENDING	$ 10.70		See NRC prices below	
184			2 Wire ISDN Compatible - area C	PENDING	$ 11.03		See NRC prices below	
185		CO to RT sub-loop						
186			4 Wire DS1 Compatible - area A	PENDING	$ 57.77		See NRC prices below	
187			4 Wire DS1 Compatible - area B	PENDING	$ 59.62		See NRC prices below	
188			4 Wire DS1 Compatible - area C	PENDING	$ 63.48		See NRC prices below	
189			DS3 compatible subloop - area A	PENDING	$ 635.68		See NRC prices below	
190			DS3 compatible subloop - area B	PENDING	$ 715.62		See NRC prices below	

TBD - To be determined
NRO - Nonrecurring only
ICB - Individal Case Basis
NA - Not Applicable

Line	MICHIGAN - Generic Pricing Schedule /1/				SBC RECURRING		SBC NON-RECURRING	
2				USOC	Monthly		Initial	Additional
191			DS3 compatible subloop - area C	PENDING	$ 725.91		See NRC prices below	
192		CO to SAI Sub-Loop						
193			2 Wire Analog - area A	PENDING	$ 5.72		See NRC prices below	
194			2 Wire Analog - area B	PENDING	$ 6.23		See NRC prices below	
195			2 Wire Analog - area C	PENDING	$ 6.06		See NRC prices below	
196			4 Wire Analog - area A	PENDING	$ 14.39		See NRC prices below	
197			4 Wire Analog - area B	PENDING	$ 16.34		See NRC prices below	
198			4 Wire Analog - area C	PENDING	$ 15.57		See NRC prices below	
199			2 Wire DSL - area A	PENDING	$ 5.58		See NRC prices below	
200			2 Wire DSL - area B	PENDING	$ 6.22		See NRC prices below	
201			2 Wire DSL - area C	PENDING	$ 5.41		See NRC prices below	
202			4 Wire DSL - area A	PENDING	$ 11.15		See NRC prices below	
203			4 Wire DSL - area B	PENDING	$ 12.43		See NRC prices below	
204			4 Wire DSL - area C	PENDING	$ 10.82		See NRC prices below	
205			2 Wire ISDN Compatible - area A	PENDING	$ 8.99		See NRC prices below	
206			2 Wire ISDN Compatible - area B	PENDING	$ 10.64		See NRC prices below	
207			2 Wire ISDN Compatible - area C	PENDING	$ 10.29		See NRC prices below	
208		CO to Terminal sub-loop						
209			2 Wire Analog - area A	PENDING	$ 9.24		See NRC prices below	
210			2 Wire Analog - area B	PENDING	$ 10.34		See NRC prices below	
211			2 Wire Analog - area C	PENDING	$ 13.99		See NRC prices below	
212			4 Wire Analog - area A	PENDING	$ 21.41		See NRC prices below	
213			4 Wire Analog - area B	PENDING	$ 24.51		See NRC prices below	
214			4 Wire Analog - area C	PENDING	$ 31.37		See NRC prices below	
215			2 Wire DSL - area A	PENDING	$ 9.12		See NRC prices below	
216			2 Wire DSL - area B	PENDING	$ 10.33		See NRC prices below	
217			2 Wire DSL - area C	PENDING	$ 13.35		See NRC prices below	
218			4 Wire DSL - area A	PENDING	$ 18.19		See NRC prices below	
219			4 Wire DSL - area B	PENDING	$ 20.60		See NRC prices below	
220			4 Wire DSL - area C	PENDING	$ 26.63		See NRC prices below	
221			2 Wire ISDN Compatible - area A	PENDING	$ 12.51		See NRC prices below	
222			2 Wire ISDN Compatible - area B	PENDING	$ 14.74		See NRC prices below	
223			2 Wire ISDN Compatible - area C	PENDING	$ 18.22		See NRC prices below	
224		ECS to SAI sub-loop						
225			2 Wire Analog - area A	PENDING	$ 1.37		See NRC prices below	
226			2 Wire Analog - area B	PENDING	$ 1.07		See NRC prices below	
227			2 Wire Analog - area C	PENDING	$ 1.23		See NRC prices below	
228			4 Wire Analog - area A	PENDING	$ 2.76		See NRC prices below	
229			4 Wire Analog - area B	PENDING	$ 2.16		See NRC prices below	
230			4 Wire Analog - area C	PENDING	$ 2.47		See NRC prices below	
231			2 Wire DSL - area A	PENDING	$ 1.37		See NRC prices below	
232			2 Wire DSL - area B	PENDING	$ 1.07		See NRC prices below	
233			2 Wire DSL - area C	PENDING	$ 1.23		See NRC prices below	
234			4 Wire DSL - area A	PENDING	$ 2.76		See NRC prices below	
235			4 Wire DSL - area B	PENDING	$ 2.16		See NRC prices below	
236			4 Wire DSL - area C	PENDING	$ 2.47		See NRC prices below	
237		ECS to Terminal sub-loop						
238			2 Wire Analog - area A	PENDING	$ 4.91		See NRC prices below	
239			2 Wire Analog - area B	PENDING	$ 5.17		See NRC prices below	
240			2 Wire Analog - area C	PENDING	$ 9.17		See NRC prices below	
241			4 Wire Analog - area A	PENDING	$ 9.79		See NRC prices below	
242			4 Wire Analog - area B	PENDING	$ 10.34		See NRC prices below	
243			4 Wire Analog - area C	PENDING	$ 18.29		See NRC prices below	
244			2 Wire DSL - area A	PENDING	$ 4.91		See NRC prices below	
245			2 Wire DSL - area B	PENDING	$ 5.17		See NRC prices below	
246			2 Wire DSL - area C	PENDING	$ 9.17		See NRC prices below	
247			4 Wire DSL - area A	PENDING	$ 9.79		See NRC prices below	
248			4 Wire DSL - area B	PENDING	$ 10.34		See NRC prices below	
249			4 Wire DSL - area C	PENDING	$ 18.29		See NRC prices below	
250		ECS to NID sub-loop						
251			2 Wire Analog - area A	PENDING	$ 5.84		See NRC prices below	
252			2 Wire Analog - area B	PENDING	$ 5.97		See NRC prices below	
253			2 Wire Analog - area C	PENDING	$ 9.90		See NRC prices below	
254			4 Wire Analog - area A	PENDING	$ 11.72		See NRC prices below	
255			4 Wire Analog - area B	PENDING	$ 11.94		See NRC prices below	
256			4 Wire Analog - area C	PENDING	$ 19.80		See NRC prices below	
257			2 Wire DSL - area A	PENDING	$ 5.84		See NRC prices below	
258			2 Wire DSL - area B	PENDING	$ 5.97		See NRC prices below	
259			2 Wire DSL - area C	PENDING	$ 9.90		See NRC prices below	
260			4 Wire DSL - area A	PENDING	$ 11.72		See NRC prices below	
261			4 Wire DSL - area B	PENDING	$ 11.94		See NRC prices below	
262			4 Wire DSL - area C	PENDING	$ 19.80		See NRC prices below	
263		SAI to Terminal sub-loop						
264			2 Wire Analog - area A	PENDING	$ 4.51		See NRC prices below	
265			2 Wire Analog - area B	PENDING	$ 4.98		See NRC prices below	
266			2 Wire Analog - area C	PENDING	$ 8.90		See NRC prices below	
267			4 Wire Analog - area A	PENDING	$ 9.03		See NRC prices below	
268			4 Wire Analog - area B	PENDING	$ 9.92		See NRC prices below	
269			4 Wire Analog - area C	PENDING	$ 17.75		See NRC prices below	
270			2 Wire DSL - area A	PENDING	$ 4.51		See NRC prices below	
271			2 Wire DSL - area B	PENDING	$ 4.98		See NRC prices below	
272			2 Wire DSL - area C	PENDING	$ 8.90		See NRC prices below	
273			4 Wire DSL - area A	PENDING	$ 9.03		See NRC prices below	
274			4 Wire DSL - area B	PENDING	$ 9.92		See NRC prices below	
275			4 Wire DSL - area C	PENDING	$ 17.75		See NRC prices below	
276		SAI to NID sub-loop						
277			2 Wire Analog - area A	PENDING	$ 5.46		See NRC prices below	
278			2 Wire Analog - area B	PENDING	$ 5.77		See NRC prices below	
279			2 Wire Analog - area C	PENDING	$ 9.63		See NRC prices below	
280			4 Wire Analog - area A	PENDING	$ 10.96		See NRC prices below	
281			4 Wire Analog - area B	PENDING	$ 11.54		See NRC prices below	
282			4 Wire Analog - area C	PENDING	$ 19.25		See NRC prices below	
283			2 Wire DSL - area A	PENDING	$ 5.46		See NRC prices below	
284			2 Wire DSL - area B	PENDING	$ 5.77		See NRC prices below	

TBD - To be determined
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ICB - Individal Case Basis
NA - Not Applicable

Line	MICHIGAN - Generic Pricing Schedule /1/			SBC RECURRING		SBC NON-RECURRING	
2			USOC	Monthly		Initial	Additional
285		2 Wire DSL - area C	PENDING	$ 9.63		See NRC prices below	
286		4 Wire DSL - area A	PENDING	$ 10.96		See NRC prices below	
287		4 Wire DSL - area B	PENDING	$ 11.54		See NRC prices below	
288		4 Wire DSL - area C	PENDING	$ 19.25		See NRC prices below	
289	Terminal to NID sub-loop						
290		2 Wire Analog - area A	PENDING	$ 1.38		See NRC prices below	
291		2 Wire Analog - area B	PENDING	$ 1.25		See NRC prices below	
292		2 Wire Analog - area C	PENDING	$ 1.21		See NRC prices below	
293		4 Wire Analog - area A	PENDING	$ 2.80		See NRC prices below	
294		4 Wire Analog - area B	PENDING	$ 2.53		See NRC prices below	
295		4 Wire Analog - area C	PENDING	$ 2.42		See NRC prices below	
296		2 Wire DSL - area A	PENDING	$ 1.38		See NRC prices below	
297		2 Wire DSL - area B	PENDING	$ 1.25		See NRC prices below	
298		2 Wire DSL - area C	PENDING	$ 1.21		See NRC prices below	
299		4 Wire DSL - area A	PENDING	$ 2.80		See NRC prices below	
300		4 Wire DSL - area B	PENDING	$ 2.53		See NRC prices below	
301		4 Wire DSL - area C	PENDING	$ 2.42		See NRC prices below	
302	NID sub-loop element						
303		2 Wire Analog - area A	PENDING	$ 0.16		See NRC prices below	
304		2 Wire Analog - area B	PENDING	$ 0.15		See NRC prices below	
305		2 Wire Analog - area C	PENDING	$ 0.15		See NRC prices below	
306		4 Wire Analog - area A	PENDING	$ 0.33		See NRC prices below	
307		4 Wire Analog - area B	PENDING	$ 0.31		See NRC prices below	
308		4 Wire Analog - area C	PENDING	$ 0.32		See NRC prices below	
309		2 Wire DSL - area A	PENDING	$ 0.16		See NRC prices below	
310		2 Wire DSL - area B	PENDING	$ 0.15		See NRC prices below	
311		2 Wire DSL - area C	PENDING	$ 0.15		See NRC prices below	
312		4 Wire DSL - area A	PENDING	$ 0.33		See NRC prices below	
313		4 Wire DSL - area B	PENDING	$ 0.31		See NRC prices below	
314		4 Wire DSL - area C	PENDING	$ 0.32		See NRC prices below	
315		2 Wire ISDN Compatible - area A	PENDING	$ 0.16		See NRC prices below	
316		2 Wire ISDN Compatible - area B	PENDING	$ 0.15		See NRC prices below	
317		2 Wire ISDN Compatible - area C	PENDING	$ 0.15		See NRC prices below	
318		4 Wire DS1 Compatible - area A	PENDING	TBD		See NRC prices below	
319		4 Wire DS1 Compatible - area B	PENDING	TBD		See NRC prices below	
320		4 Wire DS1 Compatible - area C	PENDING	TBD		See NRC prices below	
321		DS3 compatible subloop - area A	PENDING	TBD		See NRC prices below	
322		DS3 compatible subloop - area B	PENDING	TBD		See NRC prices below	
323		DS3 compatible subloop - area C	PENDING	TBD		See NRC prices below	
324	**Sub-Loop Non-Recurring Charges**						
325	**Analog Sub-Loop**						
326	**Service Ordering Charges**						
327		Installation, per occasion per location	PENDING	NA		$ 3.16	NA
328		Disconnect, per occasion per location	PENDING	NA		$ 1.54	NA
329		Subsequent, per occasion	PENDING	NA		$ 3.02	NA
330		Record Work, per occasion	PENDING	NA		$ 1.86	NA
331	Sub-Loop Connection Charge, per termination		PENDING	NA		$ 17.82	NA
332	Sub-Loop Disconnection Charge, per termination		PENDING	NA		$ 5.85	NA
333	**Digital Sub-Loops**						
334	**DS1 Rates**						
335	Administrative Charge, per order per location						
336		Initial Order	PENDING	NA		$ 136.82	NA
337		Disconnect Order	PENDING	NA		$ 98.89	NA
338	Design and CO Connection Charge, per DS1						
339		Initial Order	PENDING	NA		$ 339.17	NA
340		Disconnect Order	PENDING	NA		$ 47.15	NA
341	Carrier Connection Charge, per DS1						
342		Initial Order	PENDING	NA		$ 209.19	NA
343		Disconnect Order	PENDING	NA		$ 75.01	NA
344	**DS3 Rates**						
345	Administrative Charge, per order per location						
346		Initial Order	PENDING	NA		$ 120.93	NA
347		Disconnect Order	PENDING	NA		$ 78.65	NA
348	Design and CO Connection Charge, per DS3						
349		Initial Order	PENDING	NA		$ 464.19	NA
350		Disconnect Order	PENDING	NA		$ 103.83	NA
351	Carrier Connection Charge, per DS3						
352		Initial Order	PENDING	NA		$ 129.24	NA
353		Disconnect Order	PENDING	NA		$ 51.13	NA
354							
355	**UNE Platform Migration Charges /3/**						
356	Migration - Analog Line Port per occcasion		NHCHG	N/A		$ 0.35	NA
357	Migration - Ground Start Port per occcasion		NHCHG	N/A		$ 0.35	NA
358	Migration - Analog DID Trunk Port per occcasion		NHCHG	N/A		$ 0.35	NA
359	Migration - Centrex Basic Line Port per occasiom		NHCHG	N/A		$ 0.35	NA
360	Migration - Centrex ISDN BRI Port per occasion		NHCHG	N/A		$ 0.35	NA
361	Migration - Centrex EKL Line Port per occasion		NHCHG	N/A		$ 0.35	NA
362	Migration - Centrex Attendant Console Line Port per occasion		NHCHG	N/A		$ 0.35	NA
363	Migration - ISDN BRI Port per occasion		NHCHG	N/A		$ 0.35	NA
364	Migration - ISDN PRI Port per occasion		NHCHH	N/A		$ 36.38	NA
365	Migration - Digital Trunking Trunk Port per occasion		NHCHH	N/A		$ 36.38	NA
366	Migration - DS1 Trunk Port per occasion		NHCHH	N/A		$ 36.38	NA
367							
368	**Unbundled Local Switching with Shared Transport**						
369	ULS-Usage for ULS-ST, per Originating & Terminating MOU		USAGE	$ 0.000522	MOU	NA	NA
370	ULS-ST Blended Transport MOU		USAGE	$ 0.000730	MOU	NA	NA
371	ULS Reciprocal Compensation For Termination Of Local Traffic						
372		Set up charge, per call	USAGE	$ 0.001885			
373		Duration charge, per MOU	USAGE	$ 0.000605			
374	ULS-ST Common Transport MOU		USAGE	$ 0.000446	MOU	NA	NA
375	ULS-ST Tandem Switching MOU		USAGE	$ 0.000191	MOU	NA	NA
376	SS7 Signaling Transport associated with ULS-ST		USAGE	$ 0.000145	Message	N/A	NA
377							
378	Customized Routing of OS or DA via AIN (ULS-ST only)						

TBD - To be determined
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Line	MICHIGAN - Generic Pricing Schedule /1/				SBC RECURRING		SBC NON-RECURRING	
2				USOC	Monthly		Initial	Additional
379			New Custom OS or DA Route for ULS-ST, per carrier per switch, per route					
380			- Installation	UROAN	NA		$ 84.28	NA
381			- Disconnect	NHCCR	NA		$ 27.14	NA
382								
383		**ULS-ST Ports**						
384			Baisc Line Port - Residence, per Port	UJR	$ 2.53		$ 11.89	
385								

TBD - To be determined
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NA - Not Applicable

Line	MICHIGAN - Generic Pricing Schedule /1/			SBC RECURRING		SBC NON-RECURRING	
2			USOC	Monthly		Initial	Additional
386	**Unbundled Local Switching**						
387		ULS Usage, per Originating or Terminating MOU (statewide)	N/A	$ 0.001192	MOU	NA	NA
388							
389		Daily Usage Feed (DUF), per message	N/A	$ 0.000672	Message	NA	NA
390							
391		Customized Routing:					
392		New Line Class Code, per Line Class Code, per switch	UROPW	NA		$ 225.97	NA
393		New Network Routing, per route, per switch	NR9N6	NA		$ 14.03	NA
394		Billing Establishment, per CLEC, per switch	NR9UJ	NA		$ 163.82	NA
395		Service Coordination Fee, per CLEC bill, per switch	UFEPW	$ 0.84		N/A	NA
396		Subsequent Training, per Company Person, per Hour	NR9UT	N/A		$ 81.01	NA
397							
398	**Local Switching Port Charges**						
399		Analog Line Port	UPC	$ 2.53		$ 11.89	
400		Basic Line Port-PBX 2W	UVL	$ 2.53		$ 11.89	
401		Basic Line Port-PBX 1W In	U1L	$ 2.53		$ 11.89	
402		Basic Line Port-PBX 1W Out	UOL	$ 2.53		$ 11.89	
403		Basic Line Port Disconnect	NR9FO			$ 6.63	
404		Ground Start Port	UPZ	$ 2.53		$ 11.89	
405		Ground Start Port 1W In	U1Z	$ 2.53		$ 11.89	
406		Ground Start Port 1W Out	UOZ	$ 2.53		$ 11.89	
407		Ground Start Port-Disconnect	NR9FP			$ 6.63	
408		Analog DID Trunk Port	UPR	$ 20.62		$ 11.89	
409		Analog DID Trunk Port Disconnect	NR9FR			$ 6.63	
410		Analog DID Trunk Port per telephone number	UDM	$ 0.03			
411		Analog DID Trunk Port - Add / Rearrange Channels	REAJG	NA		$ 14.03	
412		Analog DID Trunk Port - Add / Rearrange Channels - Disconnect	NR9FT	NA		$ 8.13	
413		ISDN BRI Port	U2P	$ 8.19		$ 40.72	
414		ISDN BRI Port per telephone number	UZN	$ 0.03			
415		ISDN - Direct Port Custom	U25	$ 8.19		$ 40.72	
416		ISDN - Direct Port per telephone number	UZN	$ 0.03			
417		ISDN - Direct Port Disconnect	NR9FQ			$ 21.78	
418		ISDN PRI Port	UZQZD	$ 159.60		$ 40.72	
419		ISDN PRI Port per telephone number	UZN	$ 0.03			
420		ISDN Prime Trunk Port - Custom	UZPZD	$ 159.60		$ 40.72	
421		ISDN Prime Trunk Port - per telephone number	UZN	$ 0.03			
422		ISDN Prime Trunk Port - add/rearrange channels	REAKB	NA		$ 14.03	
423		ISDN Prime Trunk Port - Add/rearrange channels-disconnect	NR9FX	NA		$ 8.13	
424		ISDN Prime Trunk Port - Disconnect	NR9FU			$ 21.78	
425		Digital Trunking Trunk Port	U9Z	$ 155.50		$ 40.72	
426		Digital Trunking Trunk Port Disconnect	NR9FY			$ 21.78	
427		DS1 Trunk Port (ULS Trunk Port)	UROPT	$ 70.64		$ 92.79	
428		DS1 Trunk Port (ULS Trunk Port) Disconnect	NR9FZ			$ 73.63	
429		Centrex Basic Line Port	U3XAA-CA	$ 2.53		$ 11.89	
430		Centrex Basic Line Port	U3XAB-CB	$ 2.53		$ 11.89	
431		Centrex Basic Line Port	U3XAD-CD	$ 2.53		$ 11.89	
432		Centrex Basic Line Port	U3XAE-CE	$ 2.53		$ 11.89	
433		Centrex Basic Line Port - Disconnect	NR9F9			$ 6.63	
434		Centrex ISDN BRI Port - National	OPEN	$ 8.19		$ 40.72	
435		Centrex ISDN BRI Port - Custom	OPEN	$ 8.19		$ 40.72	
436		Centrex ISDN BRI Port - Disconnect	NR9VT			$ 21.78	
437		Centrex EKL Line Port	U3XAC-CC	$ 5.52		$ 40.72	
438		Centrex EKL line Port Disconnect	NR9VU			$ 21.78	
439		Centrex Attendant Console Line Port	U6A	$ 6.39		$ 40.72	
440		Centrex Attendant Console Line Port - Disconnect	NR9VW			$ 21.78	
441							
442	**Local Switching Non-Recurring Charges**						
443		Service Order - Install - Basic Line Port, per order /1/ /6/ /8/	NR9UU	NA		$ 3.02	NA
444		Service Order - Disconnect - Basic Line Port, per order	NR9B6	NA		$ 1.54	NA
445		Service Order - Subsequent - Basic Line Port, per order	NR9UV	NA		$ 3.18	NA
446		Service Order - Record Work Only - Basic Port, per order	NR9F6	NA		$ 1.86	NA
447		Port Connection - Basic Line, per occasion /1/ /6/ /8/		NA		$ 11.89	NA
448		Port Disconnect - Basic Line, per occasion		NA		$ 6.63	NA
449		Service Order - Install - Complex Line Port, per order /1/ /6/ /8/	NR9B5	NA		$ 30.09	NA
450		Service Order - Disconnect - Complex Line Port, per order	NR9B7	NA		$ 7.50	NA
451		Service Order - Record Work Only - Complex Line Port, per order	NR9F7	NA		$ 1.86	NA
452		Port Connection - Complex Line, per occasion /1/ /6/ /8/		NA		$ 40.72	NA
453		Port Disconnect - Complex Line, per occasion		NA		$ 21.78	NA
454		Service Order - Install - Trunk Port, per occasion /1/ /6/ /8/	NR9UG	NA		$ 64.01	NA
455		Service Order - Disconnect - Trunk Port, per occasion	NR9B8	NA		$ 39.57	NA
456		Service Order - Record Work Only - Trunk Port, per occasion	NR9F8	NA		$ 1.86	NA
457		Port Connection - Trunk, per occasion /1/ /6/ /8/		NA		$ 92.79	NA
458		Port Disconnect - Trunk, per occasion		NA		$ 73.63	NA
459		Conversion from basic line port to ground start, or vice-versa, per change	REAKD	NA		$ 11.89	NA
460							
461	**Service Coordination Fee, per switch /4/**		UFEPW	$ 0.84		N/A	NA
462							
463		Cancellation or Change Service Charge-Basic Line Port, per last critical date reached					
464		Design Layout Report Date /6/		NA		$ 3.16	NA
465		Records Issue Date /6/		NA		$ 7.53	NA
466		Designed, Verified, and Assigned Date /6/		NA		$ 14.91	NA
467		Plant Test Date /6/		NA		$ 14.91	NA
468		Cancellation or Change Service Charge-Complex Line Port, per last critical date reached					
469		Design Layout Report Date /6/		NA		$ 30.22	NA
470		Records Issue Date /6/		NA		$ 36.01	NA
471		Designed, Verified, and Assigned Date /6/		NA		$ 50.84	NA
472		Plant Test Date /6/		NA		$ 70.80	NA
473		Cancellation or Change Service Charge-Trunk Port, per last critical date reached					
474		Design Layout Report Date /6/		NA		$ 18.90	NA
475		Records Issue Date /6/		NA		$ 150.74	NA
476		Designed, Verified, and Assigned Date /6/		NA		$ 156.80	NA
477		Plant Test Date /6/		NA		$ 156.80	NA
478		Cancellation or Change Service Charge-New Line Class Code, per last critical date reached					
479		Interdepartmental Meeting		NA		$ 67.79	NA

TBD - To be determined
NRO - Nonrecurring only
ICB - Individal Case Basis
NA - Not Applicable

Line	MICHIGAN - Generic Pricing Schedule /1/		SBC RECURRING		SBC NON-RECURRING	
2		USOC	Monthly		Initial	Additional
480	Line Class Code Assignment		NA		$ 180.78	NA
481	Translations: writing, accepting, and testing		NA		$ 214.67	NA
482	Plant Test Date		NA		$ 225.97	NA
483	Cancellation or Change Service Charge-New Network Routing, per last critical date reached					
484	Interdepartmental Meeting		NA		$ 4.21	NA
485	Line Class Code Assignment		NA		$ 11.23	NA
486	Translations: writing, accepting, and testing		NA		$ 13.35	NA
487	Plant Test Date		NA		$ 14.03	NA
488	Due Date Change Charge, per Order, per Occasion					
489	Basic Line Port /6/		N/A		$ 3.02	N/A
490	Trunk Port /6/		N/A		$ 18.76	N/A
491	Complex Line Port /6/		N/A		$ 30.09	N/A
492	ULS Usage Billing and Trunk Order Development Charge		NA		$ 163.82	
493						
494	**Port Feature Add/Change Translations Install Charge, per port, per order**					
495	Basic		NA	NA	$ -	$ -
496	Simple Centrex		NA	NA	$ -	$ -
497	PBX		NA	NA	$ -	$ -
498	Complex Centrex		NA	NA	$ 16.14	$ 2.93
499	DID/Digital Trunk		NA	NA	$ 32.69	$ 1.60
500	ISDN-Direct		NA	NA	$ 65.73	$ 5.06
501	ISDN-Prime		NA	NA	$ 32.69	$ 1.60
502	**Port Feature Add/Change Translations Disconnect Charge, per port, per order**					
503	Basic		NA	NA	$ -	$ -
504	Simple Centrex		NA	NA	$ -	$ -
505	PBX		NA	NA	$ -	$ -
506	Complex Centrex		NA	NA	$ 10.72	$ 2.12
507	DID/Digital Trunk		NA	NA	$ 8.37	$ 1.38
508	ISDN-Direct		NA	NA	$ 22.69	$ 4.36
509	ISDN-Prime		NA	NA	$ 11.19	$ 1.38
510						
511	**Unbundled Switch Port - Vertical Features**				**FEATURES**	
512	**Analog Line Port Features (per feature per port):**				**Install**	**Disconnect**
513	Call Waiting		NA		NA	NA
514	Call Forwarding Variable		NA		NA	NA
515	Call Forwarding Busy Line		NA		NA	NA
516	Call Forwarding Don't Answer		NA		NA	NA
517	Three-Way Calling		NA		NA	NA
518	Speed Calling - 8		NA		NA	NA
519	Speed Calling - 30		NA		NA	NA
520	Auto Callback/Auto Redial		NA		NA	NA
521	Distinctive Ring/Priority Call		NA		NA	NA
522	Selective Call Rejection/Call Blocker		NA		NA	NA
523	Auto Recall/Call Return		NA		NA	NA
524	Selective Call Forwarding		NA		NA	NA
525	Calling Number Delivery		NA		NA	NA
526	Calling Name Delivery		NA		NA	NA
527	Calling Number/Name Blocking		NA		NA	NA
528						
529	**Analog Line Port Features:**				**Install**	**Disconnect**
530	Personalized Ring (per arrangement per port)		NA		NA	NA
531	Hunting Arrangement (per arrangement)		NA		NA	NA
532						
533	**ISDN BRI Port Features (per B Channel, unless noted)**		NA		$ 65.73	$ 22.69
534	CSV/CSD per ISDN BRI port (required/provided)		NA			
535	Additional (each) feature per port per order		NA		$ 5.06	$ 4.36
536						
537	**Centrex Electonic Key Line (EKL) Basic Features:**				**Install**	**Disconnect**
538	Bridged Call Exclusion		NA		$ 16.14	$ 10.72
539	Bridging		NA		$ 16.14	$ 10.72
540	Call Forwarding Don't Answer		NA		$ 16.14	$ 10.72
541	Call Forwarding Interface Busy		NA		$ 16.14	$ 10.72
542	Call Forwarding Variable		NA		$ 16.14	$ 10.72
543	Message Waiting Indicator		NA		$ 16.14	$ 10.72
544	Speed Call (Long)		NA		$ 16.14	$ 10.72
545	Speed Call (Short)		NA		$ 16.14	$ 10.72
546	Three-way Conference Calling		NA		$ 16.14	$ 10.72
547	Additional (each) feature per port per order		NA		$ 2.93	$ 2.12
548						
549	**Call Appearance Call Handling (CACH) EKL Features:**				**Install**	**Disconnect**
550	Additional Call Offering (inherent)		NA		$ 16.14	$ 10.72
551	Bridged Call Exclusion		NA		$ 16.14	$ 10.72
552	Bridging		NA		$ 16.14	$ 10.72
553	Call Forwarding Don't Answer		NA		$ 16.14	$ 10.72
554	Call Forwarding Interface Busy		NA		$ 16.14	$ 10.72
555	Call Forwarding Variable		NA		$ 16.14	$ 10.72
556	Intercom		NA		$ 16.14	$ 10.72
557	Key System Coverage for Analog Lines		NA		$ 16.14	$ 10.72
558	Message Waiting Indicator		NA		$ 16.14	$ 10.72
559	Speed Call (Long)		NA		$ 16.14	$ 10.72
560	Speed Call (Short)		NA		$ 16.14	$ 10.72
561	Three-way Conference Calling		NA		$ 16.14	$ 10.72
562	Additional (each) feature per port per order		NA		$ 2.93	$ 2.12
563						
564	**Basic individual features:**				**Install**	**Disconnect**
565	Additional Call Offering		NA		$ 16.14	$ 10.72
566	Call Forwarding Don't Answer		NA		$ 16.14	$ 10.72
567	Call Forwarding Interface Busy		NA		$ 16.14	$ 10.72
568	Call Forwarding Variable		NA		$ 16.14	$ 10.72
569	Calling Number Delivery		NA		$ 16.14	$ 10.72
570	Hunt Group for CSD		NA		$ 16.14	$ 10.72
571	Hunt Group for CSV		NA		$ 16.14	$ 10.72
572	Message Waiting Indicator		NA		$ 16.14	$ 10.72
573	Secondary Only Telephone Number		NA		$ 16.14	$ 10.72

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Line	MICHIGAN - Generic Pricing Schedule /1/		SBC RECURRING		SBC NON-RECURRING	
2		USOC	Monthly		Initial	Additional
574	Three Way Conference Calling		NA		$ 16.14	$ 10.72
575	Additional (each) feature per port per order		NA		$ 2.93	$ 2.12
576						
577	**ISDN PRI Port Features:**		NA		**Install**	**Disconnect**
578	Backup D Channel		NA		$ 32.69	$ 11.19
579	Calling Number Delivery		NA		$ 32.69	$ 11.19
580	Dynamic Channel Allocation		NA		$ 32.69	$ 11.19
581	DID #s - per telephone number		$ 0.03		NA	NA
582	Additional (each) feature per port per order		NA		$ 1.60	$ 1.38
583						
584	**Analog Trunk Port Features (per feature per port)**		NA		NA	NA
585	DID #s - per telephone number		$ 0.03		NA	NA
586	DID #s - per telephone number - isdn		$ 0.03		NA	NA
587	**DS1 Digital Trunk Port Features (per feature per port)**		NA		$ 32.69	$ 8.37
588	DID #s - per telephone number		$ 0.03		NA	NA
589	Additional (each) feature per port per order		NA		$ 1.60	$ 1.38
590						
591	**Unbundled Centrex System Options**					
592	Centrex Common Block - Installation, each /1/ /8/	SEPUS	NA		$ 80.04	NA
593	Centrex Common Block - Disconnect, each	NR9VX	NA		$ 62.08	NA
594	System feature change or rearrangement, per feature, per occasion	REAJY	$ -		$ 66.91	NA
595	System feature activation or deactivation, per feature, per occasion					
596	- Installation	NR9UE	$ -		$ 210.62	NA
597	- Disconnection	NR9VY	$ -		$ 64.65	NA
598	**Basic Centrex Line Port System Features Available (per Common Block):**				**Install**	**Disconnect**
599	Automatic Callback Calling/Business Group Callback		NA		NA	NA
600	Call Forwarding Variable/Business Group Call Forwarding Variable		NA		NA	NA
601	Call Forwarding Busy Line		NA		NA	NA
602	Call Forwarding Don't Answer		NA		NA	NA
603	Call Hold		NA		NA	NA
604	Call Pickup		NA		NA	NA
605	Call Transfer - All Calls		NA		NA	NA
606	Call Waiting - Intragroup/Business Group Call Waiting		NA		NA	NA
607	Call Waiting - Originating		NA		NA	NA
608	Call Waiting - Terminating		NA		NA	NA
609	Class of Service Restriction - Fully Restricted		NA		NA	NA
610	Class of Service Restriction - Semi Restricted		NA		NA	NA
611	Class of Service Restriction - Toll Restricted		NA		NA	NA
612	Consultation Hold		NA		NA	NA
613	Dial Call Waiting		NA		NA	NA
614	Directed Call Pickup - Non Barge In		NA		NA	NA
615	Directed Call Pickup - With Barge In		NA		NA	NA
616	Distinctive Ringing and Call Waiting Tone		NA		NA	NA
617	Hunting Arrangement - Basic		NA		NA	NA
618	Hunting Arrangement - Circular		NA		NA	NA
619	Speed Calling Personal (short list)		NA		NA	NA
620	Three Way Calling		NA		NA	NA
621						
622	**Centrex ISDN BRI Port Features**					
623	Circuit Switched Voice (CSV)/(CSD) per BRI					
624	Standard feature initialization per Centrex System		NA		$ 105.98	
625	**Centrex ISDN BRI Port System Features Available (per Common Block):**				**Install**	**Disconnect**
626	Additional Call Offering for CSV		NA		$ 16.14	$ 10.72
627	Automatic Callback Calling		NA		$ 16.14	$ 10.72
628	Call Forwarding Busy Line		NA		$ 16.14	$ 10.72
629	Call Forwarding Don't Answer		NA		$ 16.14	$ 10.72
630	Call Forwarding Variable		NA		$ 16.14	$ 10.72
631	Call Hold		NA		$ 16.14	$ 10.72
632	Call Pickup		NA		$ 16.14	$ 10.72
633	Call Transfer - All Calls		NA		$ 16.14	$ 10.72
634	Class of Service Restriction - Fully Restricted		NA		$ 16.14	$ 10.72
635	Class of Service Restriction - Semi Restricted		NA		$ 16.14	$ 10.72
636	Class of Service Restriction - Toll Restricted		NA		$ 16.14	$ 10.72
637	Consultation Hold		NA		$ 16.14	$ 10.72
638	Dial Call Waiting		NA		$ 16.14	$ 10.72
639	Directed Call Pickup - Non Barge In		NA		$ 16.14	$ 10.72
640	Directed Call Pickup - With Barge In		NA		$ 16.14	$ 10.72
641	Distinctive Ringing		NA		$ 16.14	$ 10.72
642	Hunting Arrangement - Basic		NA		$ 16.14	$ 10.72
643	Hunting Arrangement - Circular		NA		$ 16.14	$ 10.72
644	Speed Calling Personal (short list)		NA		$ 16.14	$ 10.72
645	Three Way Calling		NA		$ 16.14	$ 10.72
646	Additional (each) feature per port per order		NA		$ 2.93	$ 2.12
647						
648	**Unbundled Tandem Switching**					
649	Per minute of use (without Tandem Trunks)	USAGE	$ 0.001058		NA	NA
650						
651	**Unbundled Tandem Switch Port Charges**					
652	DS1 Trunk Port with features, per port	OPEN	$ 152.83		See NRC prices below	
653						
654	**Unbundled Tandem Switching Non-Recurring Charges**					
655	Service Order - Install, per order	OPEN	NA		$ 45.97	NA
656	Service Order - Disconnect, per order	OPEN	NA		$ 45.51	NA
657	Service Order - Subsequent - Installation, per order	OPEN	NA		$ 14.03	NA
658	Service Order - Subsequent - Disconnect, per occasion	OPEN	NA		$ 8.13	NA
659	Port Connection (Translations), per occasion	OPEN	NA		$ 115.33	NA
660	Port Disconnect (Translations), per occasion	OPEN	NA		$ 82.83	NA
661						
662	**Tandem Switch Port Cross Connects**					
663	DS-1	OPEN	$ 0.46		NA	NA
664						
665	**Cross Connects**					
666	2-Wire /4/	CXCT2	$ 0.13		NA	NA
667	2-Wire Line Port	CXC9X	$ 0.13		NA	NA

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Line	MICHIGAN - Generic Pricing Schedule /1/				SBC RECURRING		SBC NON-RECURRING	
2				USOC	Monthly		Initial	Additional
668		4-Wire /4/		CXCT4	$ 0.25		NA	NA
669		6-Wire		OPEN	$ 0.38		NA	NA
670		8-Wire		OPEN	$ 0.50		NA	NA
671		DS1/LT1		CXCDX	$ 0.27		NA	NA
672		DS3/LT3		CXC8X	$ 1.15		NA	NA
673		OC3		OPEN	$ 0.88		NA	NA
674		OC12		OPEN	$ 0.88		NA	NA
675		OC48		OPEN	$ 0.88		NA	NA
676		DS3 C.O. Cross-Connect to Collocation		CXCBX	$ 27.86		N/A	N/A
677								
678	**Dedicated Transport**							
679		**EntraXGnce Facility:**						
680		DS1	Zone 1	UEYB1	$ 34.66		NA	NA
681			Zone 2	UEYB2	$ 41.57		NA	NA
682			Zone 3	UEYB3	$ 47.26		NA	NA
683		DS3	Zone 1	UEYC1	$ 114.33		NA	NA
684			Zone 2	UEYC2	$ 117.09		NA	NA
685			Zone 3	UEYC3	$ 118.25		NA	NA
686		OC3	All Zones	UEYFX	$ 411.35		NA	NA
687		OC12	All Zones	UEYGX	$ 999.31		NA	NA
688		OC48	All Zones	UEYHX	$ 2,669.81		NA	NA
689								
690		**Interoffice Transport:**						
691		DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 10.06		NA	NA
692			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 0.36		NA	NA
693		DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 53.73		NA	NA
694			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 9.87		NA	NA
695			Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	$ 53.73		NA	NA
696			Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	$ 9.87		NA	NA
697		OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 203.01		NA	NA
698			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 29.63		NA	NA
699		OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 508.09		NA	NA
700			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 54.59		NA	NA
701		OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 1,337.29		NA	NA
702			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 218.39		NA	NA
703								
704	**Multiplexing**							
705		DS1 to Voice Grade		QMVX1-X3	$ 178.18		NA	NA
706		DS3 to DS1		QM3X1-X3	$ 262.31		NA	NA
707		OC3	Add/Drop Multiplexing - Per Arrangement	MPECX	$ 268.79		NA	NA
708			Add/Drop Function					
709			- Per DS3 Add or Drop	MXJBX	$ 33.08		NA	NA
710			- Per DS1 Add or Drop	MXJAX	$ 3.83		NA	NA
711		OC12	Add/Drop Multiplexing - Per Arrangement	MPEDX	$ 501.51		NA	NA
712			Add/Drop Function					
713			- Per OC3 Add or Drop	MXJCX	$ 44.85		NA	NA
714			- Per DS3 Add or Drop	MXJBX	$ 14.32		NA	NA
715		OC48	Add/Drop Multiplexing - Per Arrangement	MXRFX	$ 264.88		NA	NA
716			Add/Drop Function					
717			- Per OC12 Add or Drop	MXJEX	$ 153.29		NA	NA
718			- Per OC3 Add or Drop	MXJCX	$ 44.85		NA	NA
719			- Per DS3 Add or Drop	MXJBX	$ 12.73		NA	NA
720								
721	**Dedicated Transport Cross Connects**							
722		DS1		CXCDX	$ 0.27		NA	NA
723		DS3		CXCEX	$ 1.15		NA	NA
724		OC3		OCCCX	$ 0.88		NA	NA
725		OC12		OCCDX	$ 0.88		NA	NA
726		OC48		OCCFX	$ 0.88		NA	NA
727								
728	**Dedicated Transport Network Reconfiguration Service (NRS)**							
729		On rates, terms and conditions specified in FCC Tariff No. 2		OPEN				
730								
731	**Dedicated Transport Optional Features & Functions**							
732		DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3			$ 158.00	NA
733			Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect				$ 6.65	NA
734		OC3	1+1 Protection - Per OC3 Entrance Facility	P8T	$ -		NA	NA
735			1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	P3S	$ -		$ 1,552.98	NA
736			1+1 Protection with Route Survivability (1 & 2 below apply)					
737			- (1) Per OC3 Entrance Facility	P8T	$ -		NA	NA
738			- (2) Per Quarter Route Mile	S2DXY	$ 2.15		NA	NA
739		OC12	1+1 Protection - Per OC12 Entrance Facility	P8T	$ -		NA	NA
740			1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	P3S	$ -		$ 1,552.98	NA
741			1+1 Protection with Route Survivability (1 & 2 below apply)					
742			- (1) Per OC12 Entrance Facility	P8T	$ -		NA	NA
743			- (2) Per Quarter Route Mile	S2DXY	$ 2.64		NA	NA
744		OC48	1+1 Protection - Per OC48 Entrance Facility	P8T	$ -		NA	NA
745			1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	P3S	$ -		$ 1,552.98	NA
746			1+1 Protection with Route Survivability (1 & 2 below apply)					
747			- (1) Per OC48 Entrance Facility	P8T	$ -		NA	NA
748			- (2) Per Quarter Route Mile	S2DXY	$ 10.57		NA	NA
749								
750	**Dedicated Transport Installation & Rearrangement Charges**							
751		DS1	Administration Charge - Install Per Order	ORCMX	NA		$ 136.82	N/A
752			Administration Charge - Per Order - Disconnect	NR9OT			$ 74.33	N/A
753			Design & Central Office Connection Charge - Per Circuit - Install /5/	NRBCL	NA		$ 339.17	N/A
754			Design & Central Office Connection Charge - Per Circuit - Disconnectl	NR9OV	NA		$ 34.41	N/A
755			Carrier Connection Charge Per Termination - Install /5/	NRBBL	NA		$ 209.19	NA
756			Carrier Connection Charge Per Termination - Disconnect	NR9OX	NA		$ 75.01	NA
757			- Design Layout Report Date		NA		$ 327.96	NA
758			- Records Issue Date		NA		$ 423.21	NA
759			- Designed, Verified, and Assigned Date		NA		$ 439.33	NA
760			- Plant Test Date		NA		$ 685.18	NA
761			Due Date Change Charge, per Order per Occasion		NA		$ 18.76	NA

TBD - To be determined
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NA - Not Applicable

Line	MICHIGAN - Generic Pricing Schedule /1/				SBC RECURRING		SBC NON-RECURRING	
2				USOC	Monthly		Initial	Additional
762								
763		DS3	Administration Charge - Install	ORCMX	NA		$ 120.93	NA
764			Administration Charge - Disconnect	NR9OZ	NA		$ 78.65	NA
765			Design & Central Office Connection Charge - Per Circuit - Install /5/	NRBCL	NA		$ 464.19	NA
766			Design & Central Office Connection Charge - Per Circuit - Disconnect	NR9O2	NA		$ 103.83	NA
767			Design & Central Office Connection Charge - Per Circuit - Install /5/	NRBC4	NA		$ 464.19	NA
768			Carrier Connection Charge Per Termination - Install /5/	NRBBL	NA		$ 129.24	NA
769			Carrier Connection Charge Per Termination - Install	NRBDT	NA		$ 129.24	NA
770			Carrier Connection Charge Per Termination - Disconnect	NR9O4	NA		$ 51.13	NA
771			Cancellation or Change Service Charge, per last critical date					
772			- Design Layout Report Date		NA		$ 119.71	NA
773			- Records Issue Date		NA		$ 546.17	NA
774			- Designed, Verified, and Assigned Date		NA		$ 569.87	NA
775			- Plant Test Date		NA		$ 714.50	NA
776			Due Date Change Charge, per Order per Occasion		NA		$ 18.76	NA
777								
778		OC3	Administration Charge - Per Order	ORCMX	NA		$ 76.37	NA
779			Administration Charge - Per Order - Disconnect	NR9OZ	NA		$ 19.66	NA
780			Design & Central Office Connection Charge - Per Circuit -_Install /5/	NRBCL	NA		$ 507.08	NA
781			Design & Central Office Connection Charge - Per Circuit - Disconnect	NR9O2	NA		$ 4.99	NA
782			Carrier Connection Charge Per Termination - Install /5/	NRBBL	NA		$ 474.40	NA
783			Carrier Connection Charge Per Termination - Disconnect	NR9O4	NA		$0.00	NA
784								
785		OC12	Administration Charge - Per Order	ORCMX	NA		$ 76.37	NA
786			Administration Charge - Per Order - Disconnect	NR9OZ	NA		$ 19.66	NA
787			Design & Central Office Connection Charge - Per Circuit - Install /5/	NRBCL	NA		$ 507.08	NA
788			Design & Central Office Connection Charge - Per Circuit - Disconnect	NR9O2	NA		$ 4.99	NA
789			Carrier Connection Charge Per Termination - Install /5/	NRBBL	NA		$ 474.40	NA
790			Carrier Connection Charge Per Termination - Disconnect	NR9O4	NA		$0.00	NA
791								
792		OC48	Administration Charge - Per Order /5/	ORCMX	NA		$ 76.37	NA
793			Administration Charge - Per Order - Disconnect	NR9OZ	NA		$ 19.66	NA
794			Design & Central Office Connection Charge - Per Circuit /5/	NRBCL	NA		$ 507.08	NA
795			Design & Central Office Connection Charge - Per Circuit - Disconnect	NR9O2	NA		$ 4.99	NA
796			Carrier Connection Charge Per Termination /5/	NRBBL	NA		$ 474.40	NA
797			Carrier Connection Charge Per Termination - Disconnect	NR9O4	NA		$0.00	NA
798								
799	**Digital Cross-Connect System**							
800		DCS Port Charge		OPEN				
801		DS1		OPEN	ICB		ICB	NA
802		DS3		OPEN	ICB		ICB	NA
803		DCS Establishment Charge		OPEN	ICB		ICB	NA
804		Database Modification Charge		OPEN	ICB		ICB	NA
805		Reconfiguration Charge		OPEN	ICB		ICB	NA
806								
807	**Dark Fiber**							
808		Dark Fiber Interoffice						
809			Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	13.61		NA	NA
810			Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	0.00013		NA	NA
811			Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	2.91		NA	NA
812		Dark Fiber Loop						
813			Dark Fiber Loop Termination (Per Termination per Fiber)	UL1WX	11.32		NA	NA
814			Dark Fiber Loop Mileage (Per Fiber per Foot)	ULOWG	0.00014		NA	NA
815			Dark Fiber Loop Cross Connect (Per Termination per Fiber)	UKCHX	2.38		NA	NA
816		Inquiry (Per Request)						
817			Dark Fiber Loop - NRC	NR9D7	NA		69.49	NA
818			Dark Fiber Sub-Loop - NRC	NR9DX	NA		69.49	NA
819			Dark Fiber Interoffice Transport - NRC	NR9D6	NA		294.87	NA
820		FIRM ORDER (Per Fiber Strand)						
821		Installation						
822		Administrative per Order		NRB51	NA		$ 12.52	NA
823		Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)		NRB52	NA		$ 320.58	NA
824		Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM and HUT to CEV, PREM and CEV to PREM)		NRB53	NA		$ 335.02	NA
825		Dark Fiber Interofcfice Transport - NRC		NRB54	NA		$ 413.66	NA
826		Disconnect						
827		Administrative per Order		NR9H2	NA		$ 14.12	NA
828		Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)		NR9H3	NA		$ 138.06	NA
829		Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM and HUT to CEV, PREM and CEV to PREM)		NR9H4	NA		$ 138.63	NA
830		Dark Fiber Interofcfice Transport - NRC		NR9H5	NA		$ 137.30	NA
831								
832	**Line Information Database - LIDB**				**USAGE**			
833		Validation Query (Regional STP Access Includes SMS & Sleuth)		USAGE	$ 0.005572	(per query)	NA	NA
834		Query Transport (Regional STP Access Validation)		USAGE	$ 0.000002	(per query)	NA	NA
835		Validation Query (Local STP Access Includes SMS & Sleuth)		USAGE	$ 0.005572	(per query)	NA	NA
836		Query Transport (Local STP Access Validation)		USAGE	$ 0.000085	(per query)	NA	NA
837		CNAM Database Query		USAGE	0.0093985	(per query)	NA	NA
838		Service Order Cost		ORZMX	NA		$ 25.00	NA
839		Service Establishment Charge		CF353	NA		NA	NA
840		LIDB Data Storage & Administration		OPEN				
841			Manual Update		NA		$ 2.00	(Per Update)
842								
843	**800 Database**				**USAGE**			
844		Toll Free Database Query (Regional STP Access)		USAGE	$ 0.000814	(per query)		
845		Call Handling and Destination (Regional STP Access)		USAGE	$ 0.000036	(per query)		
846		Toll Free Database Query (Local STP Access)		USAGE	$ 0.000895	(per query)		
847		Call Handling and Destination (Local STP Access)		USAGE	$ 0.000036	(per query)		
848								
849	**SS7**							
850		SS7 Links - Cross Connects						
851		STP to Collocators Cage - DS0		USAGE	See Dedicated Transport			
852		STP to Collocators Cage- DS1		USAGE	See Dedicated Transport			
853		STP to SBC Michigan MDF - DS0		USAGE	See Dedicated Transport			
854		STP to SBC Michigan DSX Frame-DS1		USAGE	See Dedicated Transport			
855								

TBD - To be determined
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Line	MICHIGAN - Generic Pricing Schedule /1/		SBC RECURRING		SBC NON-RECURRING	
2		USOC	Monthly		Initial	Additional
856	SS7 Links					
857	STP Access Connection - 1.544 Mbps	USAGE	See Dedicated Transport			
858	STP Access Link - 56 Kbps	USAGE	See Dedicated Transport			
859						
860	STP Port	USAGE	$ 270.11		$ 254.79	N/A
861						
862	SS7 Signalling		**USAGE**			
863	SS7 Signal Formulation IAM	USAGE	$ 0.000229		NA	
864	SS7 Signal Formulation TCAP	USAGE	$ 0.000118		NA	
865	Signal Switching per Message IAM	USAGE	$ 0.000073		NA	
866	Signal Switching per Message TCAP	USAGE	$ 0.000056		NA	
867	Signal Tandem Switching per Message IAM	USAGE	$ 0.000123		NA	
868	Signal Transport per Message IAM	USAGE	$ 0.000051		NA	
869	Signal Transport per Message TCAP	USAGE	$ 0.000034		NA	
870	Signal Transfer Point per Port per Month	USAGE	$ 235.73		NA	
871	Signal Transfer Point per Port- Installation	USAGE	NA		$ 879.58	
872	Originating Point Code per OPC, per add or change per STP pair - Installation	USAGE	NA		$ 25.98	
873	Global Title Address Translation per add or change per STP pair - Installation	USAGE	NA		$ 12.29	
874	Signal Transfer Point per Port - Removal	USAGE	NA		$ 134.45	
875	Originating Point Code per OPC, per add or change per STP pair - Remove	USAGE	NA		$ 22.40	
876	Global Title Address Translation per add or change per STP pair - Remove	USAGE	NA		$ 10.59	
877						
878	**LNP**					
879	Local Number Portability	NSR	$ 0.28		N/A	
880						
881	***OTHER***					
882	**Directory Assistance**					
883	**Une P DA**					
884	Directory Assistance, per occurrence	OPEN	$ 0.30		NA	NA
885	Directory Assistance Call Completion (DACC)	OPEN	$ 0.15		NA	NA
886	National Directory Assistance, per occurrence	OPEN	$ 0.65		NA	NA
887	Reverse Directory Assistance	OPEN	$ 1.25		NA	NA
888						
889	**Facility- Based DA**					
890	Directory Assistance, per occurrence	OPEN	$ 0.30		NA	NA
891	Directory Assistance Call Completion (DACC)	OPEN	$ 0.15		NA	NA
892	Directory Assistance/National Directory Assistance, per occurrence/Reverse DA, per call	OPEN	$ 0.35		NA	NA
893	Branding - Other - Initial/Subsequent Load	OPEN			$ 1,800.00	NA
894	- per call	OPEN	$ 0.025			
895	Branding - Facility Based - Initial/Subsequent Load					
896	- Branding, per trunk group	OPEN	NA		$ 800.00	NA
897	Rate Reference - Initial Load	OPEN	NA		$ 2,200.00	NA
898	Rate Reference - Subsequent Load	OPEN	NA		$ 1,000.00	NA
899						
900	**DA Listing Liscense**					
901	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)					
902	- per listing for initial load	OPEN	NA		$ 0.040	NA
903	- per listing for subsequent updates	OPEN	NA		$ 0.060	NA
904	Option #2 Full File (all states inclusive) Billable Release					
905	- per listing for initial load	OPEN	NA		$ 0.020	NA
906	- per listing for subsequent updates	OPEN	NA		$ 0.030	NA
907	- per usage/query	OPEN	NA		$ 0.020	NA
908	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
909	- per listing for initial load	OPEN	NA		$ 0.050	NA
910	- per listing for subsequent updates	OPEN	NA		$ 0.060	NA
911	Option #4 Pick & Choose (by state) Billable Release					
912	- per listing for initial load	OPEN	NA		$ 0.020	NA
913	- per listing for subsequent updates	OPEN	NA		$ 0.030	NA
914	- per usage/query	OPEN	NA		$ 0.020	NA
915						
916	**Operator Services**					
917	Fully Automated Call Processing, per occurrence	OPEN	$ 0.15		NA	NA
918	Operator Assisted Call Processing, per work second	OPEN	$ 0.02		NA	NA
919	Branding - Other - Initial/Subsequent Load	OPEN			1,800.00	
920	- per call	OPEN	$ 0.025			
921	Branding - Facility Based - Initial/Subsequent Load					
922	- Branding, per trunk group	OPEN	NA		$ 800.00	NA
923	Rate Reference - Initial Load	OPEN	NA		$ 2,200.00	NA
924	Rate Reference - Subsequent Rater Load or Reference Load	OPEN	NA		$ 1,000.00	NA
925						
926	**Ancillary Message Compensation (per message)**	OPEN	0.03		N/A	N/A
927						
928	**Structure Access - Poles & Ducts**		Annually			
929	Per Pole attachment*	OPEN	$ 1.48			
930	Per Foot of innerduct	OPEN	$ 0.08			
931	Application fee	OPEN			$ 200.00	
932	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each					
933	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
934						
935	**Emenrgency Number Service Access**					
936	911 Selective Router Interconnection					
937	-Digital DS1 Interface					
938	-Each DSO installed					
939	-Analog Channel Interface	EVG9X	$ 19.81			$ 496.18
940	ANI/ALI/SR and Database Management					
941	- Per 100 records, rounded up to nearest 100	9S89X	$ 3.93			$0.00
942	911 Selective Router Switch Administration					
943	-Per Selective Router					
944						
945						
946	**RECIPROCAL COMPENSATION**					
947	**End Office Local Termination**					
948	Set up charge, per call	USAGE	$ 0.001885			
949	Duration charge, per MOU	USAGE	$ 0.000605			

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Line	MICHIGAN - Generic Pricing Schedule /1/		SBC RECURRING		SBC NON-RECURRING	
2		USOC	Monthly		Initial	Additional
950	**Tandem Switching**					
951	Set up charge, per call	USAGE	$ 0.000131			
952	Duration charge, per MOU	USAGE	$ 0.000234			
953	**Tandem Transport Termination**					
954	Set up charge, per call	USAGE	$ 0.000087			
955	Duration charge, per MOU	USAGE	$ 0.000156			
956	**Tandem Transport Facility Mileage, per MOU per mile**	USAGE	$ 0.000002			
957						
958	**TRANSIT SERVICE**					
959	Tandem Switching, per minute of use	USAGE	$ 0.004985		NA	
960	Tandem Termination, per minute of use	USAGE	$ 0.000156		NA	
961	Tandem Facility, per minute of use	USAGE	$ 0.000036		NA	
962						
963	***RESALE***		***RESALE DISCOUNTS***			
964	**BUSINESS**		RECURRING		NON-RECURRING	
965	**LOCAL EXCHANGE SERVICE**					
966	Business 1 Party	RESALE	18.15%		18.15%	
967	Business - Measured	RESALE	18.15%		18.15%	
968	Customer Operated Pay Telephone (COPT)	RESALE	18.15%		18.15%	
969						
970	**EXPANDED LOCAL CALLING**					
971	Interzone	RESALE	18.15%		18.15%	
972						
973	**VERTICAL SERVICES**					
974	Anonymous Call Rejection	RESALE	18.15%		18.15%	
975	Repeat Dialing (Auto Redial)	RESALE	18.15%		18.15%	
976	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	18.15%		18.15%	
977	Call Blocker	RESALE	18.15%		18.15%	
978	Call Forwarding	RESALE	18.15%		18.15%	
979	Call Forwarding - Busy Line	RESALE	18.15%		18.15%	
980	Call Forwarding - Busy Line/Don't Answer	RESALE	18.15%		18.15%	
981	Call Forwarding - Don't Answer	RESALE	18.15%		18.15%	
982	Automatic CallBack (Call Return)	RESALE	18.15%		18.15%	
983	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	18.15%		18.15%	
984	Call Trace	RESALE	18.15%		18.15%	
985	Call Waiting	RESALE	18.15%		18.15%	
986	Caller ID With Name (Calling Name)	RESALE	18.15%		18.15%	
987	Caller ID (Calling Number)	RESALE	18.15%		18.15%	
988	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	18.15%		18.15%	
989	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	18.15%		18.15%	
990	Remote Access to Call Forwarding (Grandfathered)	RESALE	0%		0%	
991	Selective Call Forwarding	RESALE	0%		0%	
992	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	18.15%		18.15%	
993	Remote Call Forwarding-Per Feature	RESALE	18.15%		18.15%	
994	RCF, Interstate, Interexchange	RESALE	18.15%		18.15%	
995	RCF, Intrastate	RESALE	18.15%		18.15%	
996	RCF, Interstate, International	RESALE	18.15%		18.15%	
997	RCF, Intrastate, Interexchange	RESALE	18.15%		18.15%	
998	RCF to 800	RESALE	18.15%		18.15%	
999	RCF Additional	RESALE	18.15%		18.15%	
1000	Speed Calling 8	RESALE	18.15%		18.15%	
1001	Speed Calling 30	RESALE	18.15%		18.15%	
1002	Three Way Calling	RESALE	18.15%		18.15%	
1003	Call Screening	RESALE	18.15%		18.15%	
1004	Busy Line Transfer	RESALE	18.15%		18.15%	
1005	Alternate Answer	RESALE	18.15%		18.15%	
1006	Message Waiting - Tone	RESALE	18.15%		18.15%	
1007	Easy Call	RESALE	18.15%		18.15%	
1008	Prime Number Service	RESALE	18.15%		18.15%	
1009	SBC Michigan Privacy Manager	RESALE	18.15%		18.15%	
1010	Name and Number Delivery Service	RESALE	18.15%		18.15%	
1011						
1012	**DID**					
1013	DID	RESALE	18.15%		18.15%	
1014						
1015	**TRUNKS**					
1016	Trunk	RESALE	18.15%		18.15%	
1017						
1018	**AIN**					
1019	Area Wide Networking	RESALE	18.15%		18.15%	
1020	SBC Michigan Switch Alternate Routing (ANSAR)	RESALE	18.15%		18.15%	
1021	SBC Michigan Customer Location Alternate Routing (ACLAR)	RESALE	18.15%		18.15%	
1022						
1023	**OTHER**					
1024	Grandfathered Services	RESALE	0.00%		0.00%	
1025	Promotions (Greater than 90 days)	RESALE	18.15%		18.15%	
1026	TouchTone (Business)	RESALE	18.15%		18.15%	
1027	TouchTone (Trunk)	RESALE	18.15%		18.15%	
1028	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
1029	976 (976 Information Delivery Service)	RESALE	0%		0%	
1030	Access Services (See Access Tariff)	RESALE	0%		0%	
1031	Additional Directory Listings	RESALE	18.15%		18.15%	
1032	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
1033	Connection Services	RESALE	18.15%		18.15%	
1034	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
1035	Shared Tenant Service	RESALE	0%		0%	
1036						
1037	**Data Services**					
1038	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	18.15%		18.15%	
1039	PBX Trunks	RESALE	18.15%		18.15%	
1040	Mulit-Service Optical Network (MON)	RESALE	18.15%		18.15%	
1041	OCn-PTP	RESALE	18.15%		18.15%	
1042	ADTS-E	RESALE	18.15%		18.15%	

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Line	MICHIGAN - Generic Pricing Schedule /1/				SBC RECURRING		SBC NON-RECURRING	
2				USOC	Monthly		Initial	Additional
1043		DS0		RESALE	18.15%		18.15%	
1044		DS1		RESALE	18.15%		18.15%	
1045		DS3		RESALE	18.15%		18.15%	
1046								
1047		**ISDN**						
1048		ISDN		RESALE	18.15%		18.15%	
1049								
1050		**DIRECTORY ASSISTANCE SERVICES**						
1051		Directory Assistance Services		RESALE	18.15%		20.29%	
1052		Local Operator Assistance Service		RESALE	18.15%		18.15%	
1053								

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Line	MICHIGAN - Generic Pricing Schedule /1/		SBC RECURRING		SBC NON-RECURRING	
2		USOC	Monthly		Initial	Additional
1054	**TOLL**					
1055	TOLL	RESALE	18.15%		18.15%	
1056						
1057	**OPTIONAL TOLL CALLING PLANS**					
1058	Optional Toll Calling Plans	RESALE	18.15%		18.15%	
1059						
1060	**CENTREX (PLEXAR)**					
1061	SBC Michigan Centrex Service ACS	RESALE	18.15%		18.15%	
1062	SBC Michigan Centrex Network Manager	RESALE	0%		0%	
1063						
1064	**PRIVATE LINE**					
1065	Analog Private Lines	RESALE	18.15%		18.15%	
1066	Private Line Channel Services	RESALE	18.15%		18.15%	
1067						
1068	**RESIDENCE**		***RESALE DISCOUNTS***			
1069	LOCAL EXCHANGE SERVICE		RECURRING		NON-RECURRING	
1070	Life Line	RESALE	0%		0%	
1071	Residence 1 Party	RESALE	18.15%		18.15%	
1072	Residence Measured	RESALE	18.15%		18.15%	
1073						
1074	**EXPANDED LOCAL CALLING**					
1075	Interzone	RESALE	18.15%		18.15%	
1076						
1077	**VERTICAL SERVICES**					
1078	Anonymous Call Rejection	RESALE	18.15%		18.15%	
1079	Repeat Dialing (Auto Redial)	RESALE	18.15%		18.15%	
1080	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	18.15%		18.15%	
1081	Call Blocker	RESALE	18.15%		18.15%	
1082	Call Forwarding	RESALE	18.15%		18.15%	
1083	Call Forwarding - Busy Line	RESALE	18.15%		18.15%	
1084	Call Forwarding - Busy Line/Don't Answer	RESALE	18.15%		18.15%	
1085	Call Forwarding - Don't Answer	RESALE	18.15%		18.15%	
1086	Automatic Call-Back (Call Return)	RESALE	18.15%		18.15%	
1087	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	18.15%		18.15%	
1088	Call Trace	RESALE	18.15%		18.15%	
1089	Call Waiting	RESALE	18.15%		18.15%	
1090	Caller ID with Name (Calling Name)	RESALE	18.15%		18.15%	
1091	Caller ID (Calling Number)	RESALE	18.15%		18.15%	
1092	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	18.15%		18.15%	
1093	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	18.15%		18.15%	
1094	Priority Call	RESALE	18.15%		18.15%	
1095	Remote Access to Call Forwarding (GF)	RESALE	0%		0%	
1096	RCF, Interstate, Interexchange	RESALE	18.15%		18.15%	
1097	RCF, Intrastate	RESALE	18.15%		18.15%	
1098	RCF, Interstate, International	RESALE	18.15%		18.15%	
1099	RCF, Intrastate, Interexchange	RESALE	18.15%		18.15%	
1100	RCF to 800	RESALE	18.15%		18.15%	
1101	RCF Additional	RESALE	18.15%		18.15%	
1102	Selective Call Forwarding	RESALE	18.15%		18.15%	
1103	Speed Calling 8	RESALE	18.15%		18.15%	
1104	Three Way Calling	RESALE	18.15%		18.15%	
1105	Call Screening	RESALE	18.15%		18.15%	
1106	Busy Line Transfer	RESALE	18.15%		18.15%	
1107	Alternate Answer	RESALE	18.15%		18.15%	
1108	Message Waiting - Tone	RESALE	18.15%		18.15%	
1109	Easy Call	RESALE	18.15%		18.15%	
1110	SBC Michigan Privacy Manager	RESALE	18.15%		18.15%	
1111	Name and Number Delivery Service	RESALE	18.15%		18.15%	
1112						
1113	**ISDN**					
1114	ISDN	RESALE	18.15%		18.15%	
1115						
1116	**Other (Resale)**					
1117	**DIRECTORY ASSISTANCE SERVICES**					
1118	Directory Assistance Services	RESALE	18.15%		18.15%	
1119	Local Operator Assistance Service	RESALE	18.15%		18.15%	
1120	Reverse Directory Assistance	RESALE	$1.25			
1121	OS/DA Reseller Branding - Initial Load Subsequent Load	RESALE			$1,800.00	
1122	OS/DA OS/DA Reseller Branding - Per Call	RESALE	$0.025			
1123	OS/DA Reseller Rate Reference - Initial Load	RESALE			$2,200.00	
1124	OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load	RESALE			$1,000.00	
1125						
1126	**OTHER**					
1127	Grandfathered Services	RESALE	0%		0%	
1128	Promotions (Greater than 90 Days)	RESALE	18.15%		18.15%	
1129	TouchTone	RESALE	18.15%		18.15%	
1130	Home Services Packages	RESALE	18.15%		18.15%	
1131	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
1132	976 (976 Information Delivery Service)	RESALE	0%		0%	
1133	Access Services (See Access Tariff)	RESALE	0%		0%	
1134	Additional Directory Listings	RESALE	18.15%		18.15%	
1135	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
1136	Connection Services	RESALE	18.15%		18.15%	
1137	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
1138	Shared Tenant Service	RESALE	0%		0%	
1139						
1140	**TOLL**					
1141	Toll	RESALE	18.15%		18.15%	
1142						
1143	**Electronic Billing Information Data (daily usage)**	RESALE	$0.00			
1144	per message					
1145						
1146	**Local disconnect Report (LDR)**					
1147	Per WTN	RESALE	$0.00			

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NRO - Nonrecurring only
ICB - Individal Case Basis
NA - Not Applicable

Line	MICHIGAN - Generic Pricing Schedule /1/				SBC RECURRING		SBC NON-RECURRING	
2				USOC	Monthly		Initial	Additional
1148								

TBD - To be determined
NRO - Nonrecurring only
ICB - Individal Case Basis
NA - Not Applicable

Line	MICHIGAN - Generic Pricing Schedule /1/				SBC RECURRING		SBC NON-RECURRING	
2				USOC	Monthly		Initial	Additional
1149		**Line Connection Charge**						
1150		Residence		RESALE			$34.38	
1151		Business		RESALE			$34.38	
1152		**Service Order/Service Request Charge**						
1153		Residence		RESALE			N/A	
1154		Business		RESALE			N/A	
1155		**Non-Electronic (Manual) Service Order Charge**						
1156		Residence		RESALE			$8.91	
1157		Business		RESALE			$8.91	
1158								
1159	**Notes**							
1160	**/1/**	**Rates and rate application based on MPSC Case Nos. U-11831, U- 12540, U-12320, and U-12622,**						
1161		**and subject to reservation of rights and change as a result of reconsideration, appeal, further MPSC action, or other change of law.**						
1162	**/2/**	**Does not apply to pre-existing UNE-P Currently Combined Installations.**						
1163	**/3/**	**Only applies to pre-existing UNE-P Migrations.**						
1164	**/4/**	**Applies only once per UNE-P Combination.**						
1165	**/5/**	**Does not apply to Special Access to UNE conversions.**						
1166	/6/	**Does not apply to new UNE-P installations.**						
1167	**/7/**	**Does not apply to new EEL installations.**						
1168	**/8/**	**Does not apply to pre-existing UNE-P Migrations.**						
1169								
1170	*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**							

TBD - To be determined
NRO - Nonrecurring only
ICB - Individal Case Basis
NA - Not Applicable

MICHIGAN BELL
TELEPHONE COMPANY
d/b/a SBC MICHIGAN
March 17, 2003

Collocation Services

Michigan — **CAGE QUOTE SHEET**

COST ELEMENT	UNIT	USOC	QUANTITY OF UNITS	RATE MONTHLY RECURRING	RATE NON-RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**			**$25.54**
Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**			**$49.70**
Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**		**$7.65**	
COMMON SYSTEMS					
Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**		**$0.31**	**$114.07**
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	**NRL6Q**			**$570.75**
DC Power Engineering	Per Application	**NRL6P**			**$626.72**
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
200 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
Power Cable and Infrastructure:					
Power Cable Rack	Per Four Power Cables or Quad	**S8F29**		**$0.13**	**$47.27**
20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
Equipment Grounding:					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**S8FCR**		**$0.08**	**$30.02**
POWER CONSUMPTION (Including HVAC)					
20 Amps	Per 20 Amps	**S8FPT**		**$240.27**	
40 Amps	Per 40 Amps	**S8FQD**		**$480.54**	
50 Amps	Per 50 Amps	**S8FPS**		**$600.68**	
100 Amps	Per 100 Amps	**S8FQE**		**$1,003.42**	
200 Amps	Per 200 Amps	**S8FQF**		**$2,006.84**	
400 Amps	Per 400 Amps	**SP1QJ**		**$4,013.67**	
FIBER CABLE PLACEMENT					
Central Office:					
Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	**S8FQ9**		**$13.16**	**$890.28**
Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**		**$14.35**	
MISCELLANEOUS & OPTIONAL COST:					
MISCELLANEOUS COSTS					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**		**$0.01**	**$14.52**
Bits Timing	Per two circuits	**S8FQT**		**$0.64**	**$684.90**
Space Availability Report	Per Premise	**NRLYX**			**$111.61**
Security Access / ID Cards	Per Card	**NRLZW**			**$30.25**
ID Card	Per Card	NONE			**$0.00**
Cage Prep Costs					
Vendor Layout & Coord.	Per CLEC Cage	**NRL6N**			**$491.99**
AC Circuits to Cage	Per CLEC Cage	**NRL6O**			**$545.69**
Cage Fencing Placement	Per Linear Foot Cage Enclosure (CLEC Provides)				**$0.00**
Cage Fencing Removal	Per Linear Foot Removed (CLEC Removes)				**$0.00**
Cage Fencing Relocation	Per Linear Foot Relocated (CLEC Relocates)				**$0.00**
Cage Door & Lock	Each (CLEC Provides)				**$0.00**
Backboard	Each (CLEC Provides)				**$0.00**
Signage	Each (CLEC Provides)				**$0.00**
Overhead light	Each (CLEC Provides)				**$0.00**
AC Electrical Outlet	Each (CLEC Provides)				**$0.00**
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Application	**NRL6R**			**$1,043.60**
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**		**$4.43**	**$167.07**
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**		**$4.43**	**$167.07**
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8FQM**		**$325.63**	**$5,191.37**
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F46**		**$1.98**	**$452.84**

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

MICHIGAN BELL
TELEPHONE COMPANY
d/b/a SBC MICHIGAN
March 17, 2003

		Collocation Services				
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F47**		**$166.38**	**$3,449.19**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8FQN**		**$0.92**	**$160.21**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8FQR**		**$5.75**	**$258.73**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	**NRL6W**			**$754.17**
	Cable Installation	Per Placement (CLEC Installs Cable)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F4X**		**$0.22**	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	**S8F4Y**		**$0.15**	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F4Z**		**$0.94**	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F4G**		**$0.44**	
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	**SP1QC**			**$13.85**
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL1D**			**$721.81**
	Project Coordination	Per CLEC Application	**NRL57**			**$2,420.44**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL1F**			**$467.27**
	Project Coordination	Per CLEC Application Augment	**NRL58**			**$1,307.48**
	TIME SENSITIVE ACTIVITIES					
	PRE-VISIT					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$22.65**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$11.43**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$13.12**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$18.18**
	CONSTRUCTION - VISIT					
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$18.18**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$22.65**

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

MICHIGAN BELL
TELEPHONE COMPANY
d/b/a SBC MICHIGAN
March 17, 2003

Collocation Services

Michigan — **CAGELESS QUOTE SHEET**

COST ELEMENT	UNIT	USOC	QUANTITY OF UNITS	RATE MONTHLY RECURRING	RATE NON-RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Site Conditioning	Per 10 Sq. Ft. of space (Standard Bay)	**S8FWC**			**$255.40**
Safety & Security	Per 10 Sq. Ft. of space (Standard Bay)	**S8FWG**			**$497.00**
Floor Space Usage	Per 10 Sq. Ft. of space (Standard Bay)	**S8F9C**		**$76.50**	
Site Conditioning	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8FWD**			**$459.72**
Safety & Security	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8FWH**			**$894.60**
Floor Space Usage	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8F9E**		**$137.70**	
COMMON SYSTEMS					
Common Systems - Cageless	Per 10 Sq. Ft. of space (Standard Bay)	**S8FWE**		**$4.00**	**$1,444.40**
Common Systems - Cageless	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8FWF**		**$7.20**	**$2,599.92**
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	**NRL6Q**			**$570.75**
DC Power Engineering	Per Application	**NRL6P**			**$626.72**
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
200 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
Power Cable and Infrastructure:					
Power Cable Rack	Per Four Power Cables or Quad	**S8F29**		**$0.13**	**$47.27**
20 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
40 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
50 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
100 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
200 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
Equipment Grounding:					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**S8FCR**		**$0.08**	**$30.02**
POWER CONSUMPTION (Including HVAC)					
20 Amps	Per 20 Amps	**S8FPT**		**$240.27**	
40 Amps	Per 40 Amps	**S8FQD**		**$480.54**	
50 Amps	Per 50 Amps	**S8FPS**		**$600.68**	
100 Amps	Per 100 Amps	**S8FQE**		**$1,003.42**	
200 Amps	Per 200 Amps	**S8FQF**		**$2,006.84**	
400 Amps	Per 400 Amps	**SP1QJ**		**$4,013.67**	
FIBER CABLE PLACEMENT					
Central Office:					
Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	**S8FQ9**		**$13.16**	**$890.28**
Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**		**$14.35**	
MISCELLANEOUS & OPTIONAL COST:					
MISCELLANEOUS COSTS					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**		**$0.01**	**$14.52**
Bits Timing	Per two circuits	**S8FQT**		**$0.64**	**$684.90**
Space Availability Report	Per Premise	**NRLYX**			**$111.61**
Security Access / ID Cards	Per Card	**NRLZW**			**$30.25**
ID Card	Per Card	NONE			**$0.00**
CAGELESS / POT BAY OPTIONS					
Equipment Bay	CLEC Provided				
Non Standard Bay	CLEC Provided				
VF/DS0 Termination Panel	CLEC Provided				
VF/DS0 Termination Module	CLEC Provided				
DDP-1 Panel	CLEC Provided				
DDP-1 Jack Access Card	CLEC Provided				
DS3/STS-1 Interconnect Panel	CLEC Provided				
DS3 Interconnect Module	CLEC Provided				
Fiber Optic Splitter Panel	CLEC Provided				
Fiber Termination Dual Module	CLEC Provided				
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Application	**NRL6R**			**$1,043.60**
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**S8F3E**		**$4.43**	**$167.07**
Rack - Voice Grade	100 Copper Pairs				

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

MICHIGAN BELL
TELEPHONE COMPANY
d/b/a SBC MICHIGAN
March 17, 2003

		Collocation Services				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	**S8FWV**		**$4.43**	**$167.07**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8F2J**		**$325.63**	**$5,191.37**
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F2P**		**$1.98**	**$452.84**
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F21**		**$166.38**	**$3,449.19**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8F25**		**$0.92**	**$160.21**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8F49**		**$5.75**	**$258.73**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	**NRL6W**			**$754.17**
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F4X**		**$0.22**	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	**S8F4Y**		**$0.15**	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F4Z**		**$0.94**	
	24 Fiber Cable	Per Placement (CLEC Proviides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F4G**		**$0.44**	
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	**SP1QC**			**$13.85**
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL1D**			**$721.81**
	Project Coordination	Per CLEC Application	**NRL57**			**$2,420.44**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL1F**			**$467.27**
	Project Coordination	Per CLEC Application Augment	**NRL58**			**$1,307.48**
	TIME SENSITIVE ACTIVITIES					
	PRE-VISIT					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$22.65**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$11.43**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$13.12**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$18.18**
	CONSTRUCTION-VISIT					
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$18.18**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$22.65**

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

MICHIGAN BELL
TELEPHONE COMPANY
d/b/a SBC MICHIGAN
March 17, 2003

Collocation Services

Michigan — **ADJACENT STRUCTURE**
COST SUMMARY

NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure

COST ELEMENT	UNIT	USOC	QUANTITY OF UNITS	RATE MONTHLY RECURRING	RATE NON-RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space Usage	Per Sq. Ft. of land used by CLEC	**S8F55**		**$0.00**	
CONDUIT PLACEMENT					
Co to Adjacent Structure	Per Linear Foot per 7 Ducts	**NRL8L**			**$304.78**
Set Up and Wall Coring	Per Placement	**S8F8E**			**$5,668.73**
DC POWER PROVISIONING					
Power Engineering:					
DC Power Engineering	Per Placement	**S8F8V**			**$626.72**
50 Amp DC Power Extension					
50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			**$0.00**
ILEC-Vendor Engineering	Per Four Power Cables (quad)	**S8FWZ**			**$5,650.46**
50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE			**$0.00**
200 Amp DC Power Extension					
200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			**$0.00**
ILEC-Vendor Engineering	Per Four Power Cables (quad)	**S8FW3**			**$5,650.46**
200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)				
DC POWER CONSUMPTION					
20 Amps	Per 20 Amps	**S8FWJ**		**$161.60**	
40 Amps	Per 40 Amps	**S8FNK**		**$323.21**	
50 Amps	Per 50 Amps	**S8FWK**		**$404.01**	
100 Amps	Per 100 Amps	**S8FWL**		**$808.02**	
200 Amps	Per 200 Amps	**S8F3U**		**$1,616.04**	
AC POWER PROVISIONING					
100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)				
AC Power	Per KWH	**S8F56**		**$0.06**	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Site Survey		**NRL84**			**$2,496.25**
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	**NRL6X**			**$576.36**
Project Coordination	Per CLEC Application	**NRL6Z**			**$4,107.58**
AUGMENT					
Application Processing	Per CLEC Application Augment	**NRL6Y**			**$467.27**
Project Coordination	Per CLEC Application Augment	**NRL83**			**$1,943.95**
OPTIONAL COST:					
FIBER CABLE PLACEMENT					
Fiber Cable Engineering	Per Placement	**S8FW6**			**$669.71**
Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls cab	**S8FW7**		**$5.09**	
Innerduct Placement	Per Linear Foot	**S8FW8**			**$1.37**
INTERCONNECTION COSTS:					
INTERCONNECTION EXTENSION					
VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)				
(50 Pair Copper Cable)					
VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)				
(50 Pair Shielded Cable)					
DS3 Extension - 1 DS3	Per Linear Foot (Clec Provides Cable)				
(Coax Cable)					
Optical Extension	Per Linear Foot (Clec Provides Cable)				
(4 Fiber Jumper)					
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Application	**NRL8P**			**$1,043.60**
Installation	Per Cable (CLEC Installs)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**S8F3G**		**$4.43**	**$167.07**
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	**S8FWW**		**$4.43**	**$167.07**
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8F2L**		**$325.63**	**$5,191.37**
Rack - DS1 - DCS	28 DS1				

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

MICHIGAN BELL
TELEPHONE COMPANY
d/b/a SBC MICHIGAN
March 17, 2003

		Collocation Services				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F2R**		**$1.98**	**$452.84**
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F23**		**$166.38**	**$3,449.19**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8F27**		**$0.92**	**$160.21**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8F3N**		**$5.75**	**$258.73**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement	**NRL8Q**			**$754.17**
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F57**		**$0.22**	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	**S8F58**		**$0.15**	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F59**		**$0.94**	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F61**		**$0.44**	
	4 Inch Conduit	Per Placement (CLEC Provided)				
	TIME SENSITIVE ACTIVITIES					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$22.65**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$11.43**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$13.12**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$18.18**
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$18.18**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$22.65**

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

MICHIGAN BELL
TELEPHONE COMPANY
d/b/a SBC MICHIGAN
March 17, 2003

Collocation Services

Michigan — **VIRTUAL COLLOCATION QUOTE SHEET**

COST ELEMENT	UNIT	USOC	QUANTITY OF UNITS	RATE MONTHLY RECURRING	RATE NON-RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	**S8F62**		**$36.70**	
Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8F63**		**$66.06**	
Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	**S8F66**		**$36.70**	
Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8F67**		**$66.06**	
EQUIPMENT BAYS					
Equipment Bay Standard	Per Standard Bay (CLEC Provides)				
Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)				
COMMON SYSTEMS					
Common Systems - Standard Bay	Per Standard Equipment Bay	**S8F64**		**$15.40**	
Common Systems - Non-Standard Bay	Per Non-Standard Bay	**S8F65**		**$27.73**	
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	**NRLJX**			**$570.75**
DC Power Engineering	Per Application	**NRLFU**			**$626.72**
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)				
Power Cable and Infrastructure:					
Power Cable Rack Occupancy	Per Four Power Cables or Quad	**S8F68**		**$0.76**	
20 Amp	Per Four Power Cables or Quad (CLEC Provides)				
40 Amp	Per Four Power Cables or Quad (CLEC Provides)				
50 Amp	Per Four Power Cables or Quad (CLEC Provides)				
Equipment Grounding:					
Ground Cable Placement	Per CLEC Equipment or Cabinet Bay	**S8F69**		**$0.53**	
POWER CONSUMPTION					
DC Power Usage	Per Amp	**S8F78**		**$9.17**	
FIBER CABLE PLACEMENT					
Fiber Cable Placement	Per Fiber Cable Sheath	**S8F79**		**$8.70**	**$2,690.18**
Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**		**$14.35**	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Survey					
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	**NRL1U**			**$427.96**
Project Coordination	Per CLEC Application	**NRL59**			**$2,803.76**
AUGMENT					
Application Processing	Per CLEC Application Augment	**NRL56**			**$318.87**
Project Coordination	Per CLEC Application Augment	**NRL5Z**			**$1,307.48**
TIME SENSITIVE ACTIVITIES					
TRAINING					
Communication Technician	Per 1/2 Hour	**NRLJY**			**$22.85**
C O Manager (LFO)	Per 1/2 Hour	**NRLMO**			**$26.23**
Power Engineer	Per 1/2 Hour	**NRLNQ**			**$36.36**
Equipment Engineer	Per 1/2 Hour	**NRLP6**			**$36.36**
EQUIPMENT MAINTENANCE COST					
Communication Technician (NOC)	Per 1/4 Hour	**NRLVH**			**$11.43**
EQUIPMENT EVALUATION COST					
Equipment Engineer	Per 1/2 Hour	**NRLP7**			**$36.36**
CONSTRUCTION COORDINATION					
Communication Technician	Per 1/2 Hour	**NRLVD**			**$22.85**
TEST & ACCEPTANCE					
Communication Technician	Per 1/2 Hour	**NRLVD**			**$22.85**
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Placement	**NRLWF**			**$1,043.60**
Cable Installation	Per Arrangement				
Voice Grade Arrangement	100 Copper Pairs	**S8F82**		**$1.92**	**$167.07**
Includes Rack & Maintenance-Voice Grade	100 Copper Pairs				

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

MICHIGAN BELL
TELEPHONE COMPANY
d/b/a SBC MICHIGAN
March 17, 2003

		Collocation Services				
	Voice Grade Arrangement	100 Shielded Pairs	**S8F83**		**$1.92**	**$167.07**
	Includes Rack & Maintenance-Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1	**S8F8X**		**$325.63**	**$5,191.37**
	Includes Rack & Maintenance - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1	**S8F8Y**		**$1.98**	**$452.84**
	Includes Rack & Maintenance - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3	**S8F8Z**		**$166.37**	**$3,449.19**
	Includes Rack & Maintenance - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3	**S8F81**		**$0.92**	**$160.21**
	Includes Rack & Maintenance - DS3 - DSX	1 DS3				
	4 Fiber Jumper	per Placement	**S8F84**		**$5.27**	**$129.37**
	Fiber Raceway per 4 Fiber Jumper	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	**NRLWG**			**$825.42**
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F85**		**$0.30**	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	**S8F86**		**$0.20**	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F87**		**$1.28**	
	24 Fiber Cable	Per Placement (CLEC Provides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F88**		**$0.60**	
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	**S8F8W**		**$0.04**	**$14.52**
	Bits Timing	Per two circuits	**S8F7Z**		**$1.88**	**$684.90**

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

Michigan
Merger Conditions Pricing

MERGER CONDITIONS PRICING	USOC		Monthly Rate	Nonrecurring Rate	
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Access Area C - Rural			$ 10.40	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban			$ 8.85	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro			$ 8.12	Uses existing rate in underlying agreement, if none, use generic rate	

SCHEDULE - UNE COMBINATIONS
(Michigan)

UNE-P

2-Wire Basic Analog loop w/ Basic line Port
2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
2-Wire Basic Analog loop w/ Analog DID trunk Port
2-Wire Basic Analog loop w/ Centrex Basic line Port
2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
2-Wire 160kbps (ISDN BRI) Digital Loop to ISDN Direct Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
4-Wire Digital (Loop) with Digital Trunking Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Digital Loop to DS1 or DS3 UDT
4-Wire Digital Loop (DS1 Loop) to DS1 or DS3 UDT

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC 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.

1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **SBC OHIO** under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if **SBC OHIO** provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by **SBC OHIO** and CLEC.

1.5 Except as otherwise agreed upon by the Parties in writing, **SBC OHIO** shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.

1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

1.7 The following defines the zones found in this Appendix PRICING:

For Loops:

Access Area:	Total Access Lines:
B	See: Tariff 20, Part 4, Section 1, Sheets 1-47
C	See: Tariff 20, Part 4, Section 1, Sheets 1-47
D	See: Tariff 20, Part 4, Section 1, Sheets 1-47

For Unbundled Interoffice Transmission Facilities:

Rate Zone:	Total Access Lines:
Zone 1	See: FCC #2, Section 7, Subsection 7.7
Zone 2	See: FCC #2, Section 7, Subsection 7.7
Zone 3	See: FCC #2, Section 7, Subsection 7.7

1.8 For modifications of **SBC OHIO**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

1.9 To the extent a CLEC orders a product/UNE that is not in its current Interconnection Agreement, SBC reserves the right to reject the order. In the event the order is rejected, the CLEC may either issue a BFR or, if the product/UNE is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the product/UNE, the CLEC may request an amendment to its current Interconnection Agreement to provide for the product/UNE under the same terms, conditions and rates as provided in that approved Agreement.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.

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 OHIO** 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 OHIO** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.

3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.

3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SBC OHIO** network, without any changes to **SBC OHIO**’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 Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **SBC OHIO** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.

3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1. The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS Shared Transport (ULS-ST).

4.2 General Principles for Stand Alone ULS

4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **SBC OHIO** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **SBC OHIO** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General ULS-ST information

4.3.1 Beginning on October 9, 2000, **SBC MIDWEST REGION 5-STATE** no longer provides Unbundled Local Switching with Interim Shared Transport (ULS-IST), but rather provides Unbundled Local Switching with Shared Transport (ULS-ST) in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999).

4.3.2 Unbundled Local Switching with Shared Transport (ULS-ST) offering is available through the UNE Appendix that contains the applicable terms and conditions.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
2	***UNBUNDLED NETWORK ELEMENTS***						
3	**Unbundled Loops**						
4		2-Wire Analog - Metro (Access Area B)	U2HXB	$ 5.84		See NRC prices below	
5		2-Wire Analog - Suburban (Access Area C)	U2HXC	$ 7.88		See NRC prices below	
6		2-Wire Analog - Rural (Access Area D)	U2HXD	$ 9.43		See NRC prices below	
7		2-Wire Ground Start, Analog - Metro (Access Area B)	U2JXB	$ 6.07		See NRC prices below	
8		2-Wire Ground Start, Analog - Suburban (Access Area C)	U2JXC	$ 8.50		See NRC prices below	
9		2-Wire Ground Start, Analog - Rural (Access Area D)	U2JXD	$ 10.02		See NRC prices below	
10		2-Wire Ground Start, DID Business - Metro (Access Area B)	U2WXB	$ 6.07			
11		2-Wire Ground Start, DID Business - Suburban (Access Area C)	U2WXC	$ 8.50			
12		2-Wire Ground Start, DID Business - Rural (Access Area D)	U2WXD	$ 10.02			
13		2-Wire COPTS Coin - Metro (Access Area B)	U2CXB	$ 5.84		See NRC prices below	
14		2-Wire COPTS Coin - Suburban (Access Area C)	U2CXC	$ 7.88		See NRC prices below	
15		2-Wire COPTS Coin - Rural (Access Area D)	U2CXD	$ 9.43		See NRC prices below	
16		2-Wire EKL - Metro (Access Area B)	U2KXB	$ 7.36		See NRC prices below	
17		2-Wire EKL - Suburban (Access Area C)	U2KXC	$ 12.02		See NRC prices below	
18		2-Wire EKL - Rural (Access Area D)	U2KXD	$ 13.35		See NRC prices below	
19		Conditioning for dB Loss				See NRC prices below	
20		4-Wire Analog - Metro (Access Area B)	U4HXB	$ 10.29		See NRC prices below	
21		4-Wire Analog - Suburban (Access AreaC)	U4HXC	$ 16.41		See NRC prices below	
22		4-Wire Analog - Rural (Access Area D)	U4HXD	$ 19.37		See NRC prices below	
23		2-Wire Digital - Metro (Access Area B)	U2QXB	$ 6.38		See NRC prices below	
24		2-Wire Digital - Suburban (Access Area C)	U2QXC	$ 9.34		See NRC prices below	
25		2-Wire Digital - Rural (Access Area D)	U2QXD	$ 10.79		See NRC prices below	
26		4-Wire Digital - Metro (Access Area B)	4U1XB	$ 66.45		See NRC prices below	
27		4-Wire Digital - Suburban (Access Area C)	4U1XC	$ 81.14		See NRC prices below	
28		4-Wire Digital - Rural (Access Area D)	4U1XD	$ 62.07		See NRC prices below	
29	##	DS3 Loop - Metro (Access Area B)	U4D3A	$ 729.02		See NRC prices below	
30	##	DS3 Loop - Suburban (Access Area C)	U4D3B	$ 821.81		See NRC prices below	
31	##	DS3 Loop - Rural (Access Area D)	U4D3C	$ 825.60		See NRC prices below	
32	**DSL Capable Loops**						
33		**2-Wire xDSL Loop**					
34		PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	2SLA1	$ 5.84		See NRC prices below	
35		PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	2SLA2	$ 7.88		See NRC prices below	
36		PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	2SLA3	$ 9.43		See NRC prices below	
37							
38		PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	2SLC1	$ 5.84		See NRC prices below	
39		PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	2SLC2	$ 7.88		See NRC prices below	
40		PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	2SLC3	$ 9.43		See NRC prices below	
41							
42		PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	2SLB1	$ 5.84		See NRC prices below	
43		PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	2SLB2	$ 7.88		See NRC prices below	
44		PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	2SLB3	$ 9.43		See NRC prices below	
45							
46		PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	2SLD1	$ 5.84		See NRC prices below	
47		PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	2SLD2	$ 7.88		See NRC prices below	
48		PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	2SLD3	$ 9.43		See NRC prices below	
49							
50		PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	UWRA1	$ 5.84		See NRC prices below	
51		PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	UWRA2	$ 7.88		See NRC prices below	
52		PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	UWRA3	$ 9.43		See NRC prices below	
53							
54		PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	2SLF1	$ 5.84		See NRC prices below	
55		PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	2SLF2	$ 7.88		See NRC prices below	
56		PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	2SLF3	$ 9.43		See NRC prices below	
57		**4-Wire xDSL Loop**					
58		PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	4SL11	$ 10.29		See NRC prices below	
59		PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	4SL12	$ 16.41		See NRC prices below	
60		PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	4SL13	$ 19.37		See NRC prices below	
61		**IDSL Capable Loop**					
62		IDSL Loop Access Area B - Metro	UY5FB	$ 6.38		See NRC prices below	
63		IDSL Loop Access Area C - Suburban	UY5FC	$ 9.34		See NRC prices below	
64		IDSL Loop Access Area D - Rural	UY5FD	$ 10.79		See NRC prices below	
65							
66	**Loop Non-Recurring Charges**						
67		Service Ordering - Per Order	SEPUP	N/A		$ 16.02	N/A
68		Service Ordering - Add/Change Per Order	REAH9	NA		$ 16.02	N/A
69		Line Connection - Per Loop	SEPUC	N/A		$ 30.61	N/A
70		Line Connection - Add/Change Per Loop	REAH5	NA		$ 31.00	
71	##	DS3 - Administrative	NR9OY	N/A		$ 205.57	N/A
72	##	DS3 - Design & Central Office	NR9O1	N/A		$ 643.36	N/A
73	##	DS3 - Customer Connection	NR9O3	N/A		$ 219.32	N/A

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
74							
75	**Service Coordination fee per account, per CO.**			$ 0.48			
76							
77	**HFPL**						
78	**HFPL Loop**						
79	* ##	HFPL Loop - Access Area B- Metro	ULPP2	$ 2.92		N/A	N/A
80	* ##	HFPL Loop - Access Area C- Suburban	ULPP3	$ 3.94		N/A	N/A
81	* ##	HFPL Loop - Access Area D- Rural	ULPP4	$ 4.72		N/A	N/A
82	**HFPL Cross Connects**						
83	* ##	HFPL Cross Connect - CLEC Owned Non Integrated	UKCGE	$ 0.48		$ 131.06	N/A
84	* ##	HFPL Cross Connect - CLEC Owned Integrated	UKCGD	$ 0.48		$ 131.06	N/A
85	* ##	HFPL Cross Connect - SBC Owned	UKCGX	$ 0.48		$ 131.06	N/A
86		The price assumes all Central Office cross-connects required to provision the HFPL product					
87							
88							
89	**HFPL OSS Charge**						
90	* ##	HFPL OSS Charge - per line	UM3	$ 0.87		N/A	N/A
91	**LST**						
92	* ##	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A		$ 172.76	
93		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A		$ 153.03	
94	**HFPL Service Order**						
95	* ##	HFPL Service Order Charge	SEPUP	N/A		$ 16.23	N/A
96		HFPL Service Order Charge Add/Change	REAH9	N/A		$ 16.23	N/A
97		HFPL Line Connection - Per Loop	SEPUC	N/A		$ 31.00	N/A
98		HFPL Line Connection - Per Loop Add/Change	REAH5	N/A		$ 31.00	N/A
99							
100	**Loop Qualification Process**						
101		Loop Qualification Process - Mechanized	NR98U	N/A		$ 0.10	N/A
102		Loop Qualification Process - Manual	NRBXU	N/A		TBD	N/A
103		Loop Qualification Process - Detailed Manual	TBD	N/A		TBD	N/A
104							
105	***xDSL Conditioning Options***						
106	##	**DSL Conditioning Options - >12KFT and < 17.5KFT**					
107	##	Removal of Repeater Options	NRBXV	N/A		$ 121.89	N/A
108	##	Removal Bridged Tap Option	NRBXW	N/A		$ 417.78	N/A
109	##	Removal of Load Coil	NRBXZ	N/A		$ 437.91	N/A
110	##	**DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT**					
111	##	Removal of Repeater Options	NRBNL	N/A		$ 152.54	N/A
112	##	Removal Bridged Tap Option	NRBNK	N/A		$ 362.11	N/A
113	##	Removal of Load Coil	NRBNJ	N/A		$ 588.49	N/A
114	##						
115	**SUB-LOOPS**						
116	##	CO to ECS sub-loop					
117	##	2 Wire Analog - area B	PENDING	$ 5.49		See NRC prices below	
118	##	2 Wire Analog - Area C	PENDING	$ 6.24		See NRC prices below	
119	##	2 Wire Analog - area D	PENDING	$ 9.34		See NRC prices below	
120	##	4 Wire Analog - area B	PENDING	$ 13.58		See NRC prices below	
121	##	4 Wire Analog - area C	PENDING	$ 16.13		See NRC prices below	
122	##	4 Wire Analog - area D	PENDING	$ 22.01		See NRC prices below	
123	##	2 Wire DSL - area B	PENDING	TBD		See NRC prices below	
124	##	2 Wire DSL - area C	PENDING	TBD		See NRC prices below	
125	##	2 Wire DSL - area D	PENDING	TBD		See NRC prices below	
126	##	4 Wire DSL - area B	PENDING	TBD		See NRC prices below	
127	##	4 Wire DSL - area C	PENDING	TBD		See NRC prices below	
128	##	4 Wire DSL - area D	PENDING	TBD		See NRC prices below	
129	##	2 Wire ISDN Compatible - area B	PENDING	$ 12.85		See NRC prices below	
130	##	2 Wire ISDN Compatible - area C	PENDING	$ 14.10		See NRC prices below	
131	##	2 Wire ISDN Compatible - area D	PENDING	$ 23.62		See NRC prices below	
132	##	CO to RT sub-loop					
133	##	4 Wire DS1 Compatible - area B	PENDING	$ 95.36		See NRC prices below	
134	##	4 Wire DS1 Compatible - area C	PENDING	$ 89.34		See NRC prices below	
135	##	4 Wire DS1 Compatible - area D	PENDING	$ 112.84		See NRC prices below	
136	##	DS3 compatible subloop - Area B	PENDING	$ 716.71		See NRC prices below	
137	##	DS3 compatible subloop - Area C	PENDING	$ 806.96		See NRC prices below	
138	##	DS3 compatible subloop - Area D	PENDING	$ 810.62		See NRC prices below	
139	##	CO to SAI Sub-Loop					
140	##	2 Wire Analog - area B	PENDING	$ 5.87		See NRC prices below	
141	##	2 Wire Analog - Area C	PENDING	$ 6.95		See NRC prices below	
142	##	2 Wire Analog - area D	PENDING	$ 9.16		See NRC prices below	
143	##	4 Wire Analog - area B	PENDING	$ 14.31		See NRC prices below	
144	##	4 Wire Analog - area C	PENDING	$ 17.55		See NRC prices below	
145	##	4 Wire Analog - area D	PENDING	$ 21.63		See NRC prices below	

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Line	OHIO	- Generic Rate Sheets		USOC	Monthly - Recurring	Non-Recurring
146	##		2 Wire DSL - area B	PENDING	$ 5.04	See NRC prices below
147	##		2 Wire DSL - area C	PENDING	$ 6.10	See NRC prices below
148	##		2 Wire DSL - area D	PENDING	$ 6.50	See NRC prices below
149	##		4 Wire DSL - area B	PENDING	$ 10.02	See NRC prices below
150	##		4 Wire DSL - area C	PENDING	$ 12.18	See NRC prices below
151	##		4 Wire DSL - area D	PENDING	$ 12.96	See NRC prices below
152	##		2 Wire ISDN Compatible - area B	PENDING	$ 9.92	See NRC prices below
153	##		2 Wire ISDN Compatible - area C	PENDING	$ 12.70	See NRC prices below
154	##		2 Wire ISDN Compatible - area D	PENDING	$ 18.58	See NRC prices below
155	##	CO to Terminal sub-loop				
156	##		2 Wire Analog - area B	PENDING	$ 8.36	See NRC prices below
157	##		2 Wire Analog - Area C	PENDING	$ 11.70	See NRC prices below
158	##		2 Wire Analog - area D	PENDING	$ 15.86	See NRC prices below
159	##		4 Wire Analog - area B	PENDING	$ 19.36	See NRC prices below
160	##		4 Wire Analog - area C	PENDING	$ 27.05	See NRC prices below
161	##		4 Wire Analog - area D	PENDING	$ 35.05	See NRC prices below
162	##		2 Wire DSL - area B	PENDING	$ 7.52	See NRC prices below
163	##		2 Wire DSL - area C	PENDING	$ 10.87	See NRC prices below
164	##		2 Wire DSL - area D	PENDING	$ 13.22	See NRC prices below
165	##		4 Wire DSL - area B	PENDING	$ 15.06	See NRC prices below
166	##		4 Wire DSL - area C	PENDING	$ 21.69	See NRC prices below
167	##		4 Wire DSL - area D	PENDING	$ 26.38	See NRC prices below
168	##		2 Wire ISDN Compatible - area B	PENDING	$ 12.41	See NRC prices below
169	##		2 Wire ISDN Compatible - area C	PENDING	$ 17.45	See NRC prices below
170	##		2 Wire ISDN Compatible - area D	PENDING	$ 25.28	See NRC prices below
171	##	ECS to SAI sub-loop				
172	##		2 Wire Analog - area B	PENDING	$ 0.95	See NRC prices below
173	##		2 Wire Analog - Area C	PENDING	$ 1.16	See NRC prices below
174	##		2 Wire Analog - area D	PENDING	$ 1.70	See NRC prices below
175	##		4 Wire Analog - area B	PENDING	$ 1.89	See NRC prices below
176	##		4 Wire Analog - area C	PENDING	$ 2.31	See NRC prices below
177	##		4 Wire Analog - area D	PENDING	$ 3.36	See NRC prices below
178	##		2 Wire DSL - area B	PENDING	$ 0.95	See NRC prices below
179	##		2 Wire DSL - area C	PENDING	$ 1.16	See NRC prices below
180	##		2 Wire DSL - area D	PENDING	$ 1.70	See NRC prices below
181	##		4 Wire DSL - area B	PENDING	$ 1.89	See NRC prices below
182	##		4 Wire DSL - area C	PENDING	$ 2.31	See NRC prices below
183	##		4 Wire DSL - area D	PENDING	$ 3.36	See NRC prices below
184	##	ECS to Terminal sub-loop				
185	##		2 Wire Analog - area B	PENDING	$ 3.44	See NRC prices below
186	##		2 Wire Analog - Area C	PENDING	$ 5.92	See NRC prices below
187	##		2 Wire Analog - area D	PENDING	$ 8.40	See NRC prices below
188	##		4 Wire Analog - area B	PENDING	$ 6.93	See NRC prices below
189	##		4 Wire Analog - area C	PENDING	$ 11.81	See NRC prices below
190	##		4 Wire Analog - area D	PENDING	$ 16.77	See NRC prices below
191	##		2 Wire DSL - area B	PENDING	$ 3.44	See NRC prices below
192	##		2 Wire DSL - area C	PENDING	$ 5.92	See NRC prices below
193	##		2 Wire DSL - area D	PENDING	$ 8.40	See NRC prices below
194	##		4 Wire DSL - area B	PENDING	$ 6.93	See NRC prices below
195	##		4 Wire DSL - area C	PENDING	$ 11.81	See NRC prices below
196	##		4 Wire DSL - area D	PENDING	$ 16.77	See NRC prices below
197	##	ECS to NID sub-loop				
198	##		2 Wire Analog - area B	PENDING	$ 4.40	See NRC prices below
199	##		2 Wire Analog - Area C	PENDING	$ 7.02	See NRC prices below
200	##		2 Wire Analog - area D	PENDING	$ 9.66	See NRC prices below
201	##		4 Wire Analog - area B	PENDING	$ 8.82	See NRC prices below
202	##		4 Wire Analog - area C	PENDING	$ 14.00	See NRC prices below
203	##		4 Wire Analog - area D	PENDING	$ 19.29	See NRC prices below
204	##		2 Wire DSL - area B	PENDING	$ 4.40	See NRC prices below
205	##		2 Wire DSL - area C	PENDING	$ 7.02	See NRC prices below
206	##		2 Wire DSL - area D	PENDING	$ 9.66	See NRC prices below
207	##		4 Wire DSL - area B	PENDING	$ 8.82	See NRC prices below
208	##		4 Wire DSL - area C	PENDING	$ 14.00	See NRC prices below
209	##		4 Wire DSL - area D	PENDING	$ 19.29	See NRC prices below
210	##	SAI to Terminal sub-loop				
211	##		2 Wire Analog - area B	PENDING	$ 3.59	See NRC prices below
212	##		2 Wire Analog - Area C	PENDING	$ 5.61	See NRC prices below
213	##		2 Wire Analog - area D	PENDING	$ 7.70	See NRC prices below
214	##		4 Wire Analog - area B	PENDING	$ 7.25	See NRC prices below
215	##		4 Wire Analog - area C	PENDING	$ 11.22	See NRC prices below
216	##		4 Wire Analog - area D	PENDING	$ 15.42	See NRC prices below
217	##		2 Wire DSL - area B	PENDING	$ 3.59	See NRC prices below

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218	##		2 Wire DSL - area C	PENDING	$ 5.61	See NRC prices below
219	##		2 Wire DSL - area D	PENDING	$ 7.70	See NRC prices below
220	##		4 Wire DSL - area B	PENDING	$ 7.25	See NRC prices below
221	##		4 Wire DSL - area C	PENDING	$ 11.22	See NRC prices below
222	##		4 Wire DSL - area D	PENDING	$ 15.42	See NRC prices below
223	##	SAI to NID sub-loop				
224	##		2 Wire Analog - area B	PENDING	$ 4.54	See NRC prices below
225	##		2 Wire Analog - Area C	PENDING	$ 6.71	See NRC prices below
226	##		2 Wire Analog - area D	PENDING	$ 8.97	See NRC prices below
227	##		4 Wire Analog - area B	PENDING	$ 9.14	See NRC prices below
228	##		4 Wire Analog - area C	PENDING	$ 13.42	See NRC prices below
229	##		4 Wire Analog - area D	PENDING	$ 17.94	See NRC prices below
230	##		2 Wire DSL - area B	PENDING	$ 4.54	See NRC prices below
231	##		2 Wire DSL - area C	PENDING	$ 6.71	See NRC prices below
232	##		2 Wire DSL - area D	PENDING	$ 8.97	See NRC prices below
233	##		4 Wire DSL - area B	PENDING	$ 9.14	See NRC prices below
234	##		4 Wire DSL - area C	PENDING	$ 13.42	See NRC prices below
235	##		4 Wire DSL - area D	PENDING	$ 17.94	See NRC prices below
236	##	Terminal to NID sub-loop				
237	##		2 Wire Analog - area B	PENDING	$ 1.36	See NRC prices below
238	##		2 Wire Analog - Area C	PENDING	$ 1.61	See NRC prices below
239	##		2 Wire Analog - area D	PENDING	$ 1.76	See NRC prices below
240	##		4 Wire Analog - area B	PENDING	$ 2.78	See NRC prices below
241	##		4 Wire Analog - area C	PENDING	$ 3.18	See NRC prices below
242	##		4 Wire Analog - area D	PENDING	$ 3.53	See NRC prices below
243	##		2 Wire DSL - area B	PENDING	$ 1.36	See NRC prices below
244	##		2 Wire DSL - area C	PENDING	$ 1.61	See NRC prices below
245	##		2 Wire DSL - area D	PENDING	$ 1.76	See NRC prices below
246	##		4 Wire DSL - area B	PENDING	$ 2.78	See NRC prices below
247	##		4 Wire DSL - area C	PENDING	$ 3.18	See NRC prices below
248	##		4 Wire DSL - area D	PENDING	$ 3.53	See NRC prices below
249	##	NID sub-loop element				
250	##		2 Wire Analog - area B	PENDING	$ 0.18	See NRC prices below
251	##		2 Wire Analog - Area C	PENDING	$ 0.18	See NRC prices below
252	##		2 Wire Analog - area D	PENDING	$ 0.18	See NRC prices below
253	##		4 Wire Analog - area B	PENDING	$ 0.35	See NRC prices below
254	##		4 Wire Analog - area C	PENDING	$ 0.33	See NRC prices below
255	##		4 Wire Analog - area D	PENDING	$ 0.33	See NRC prices below
256	##		2 Wire DSL - area B	PENDING	$ 0.18	See NRC prices below
257	##		2 Wire DSL - area C	PENDING	$ 0.18	See NRC prices below
258	##		2 Wire DSL - area D	PENDING	$ 0.18	See NRC prices below
259	##		4 Wire DSL - area B	PENDING	$ 0.35	See NRC prices below
260	##		4 Wire DSL - area C	PENDING	$ 0.33	See NRC prices below
261	##		4 Wire DSL - area D	PENDING	$ 0.33	See NRC prices below
262	##		2 Wire ISDN Compatible - area B	PENDING	$ 0.18	See NRC prices below
263	##		2 Wire ISDN Compatible - area C	PENDING	$ 0.18	See NRC prices below
264	##		2 Wire ISDN Compatible - area D	PENDING	$ 0.18	See NRC prices below
265	##		4 Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below
266	##		4 Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below
267	##		4 Wire DS1 Compatible - area D	PENDING	TBD	See NRC prices below
268	##		DS3 compatible subloop - Area B	PENDING	TBD	See NRC prices below
269	##		DS3 compatible subloop - Area C	PENDING	TBD	See NRC prices below
270	##		DS3 compatible subloop - Area D	PENDING	TBD	See NRC prices below
271	##	**Sub-Loop Non-Recurring Charges**				
272	##		2-Wire Analog Sub-Loop	PENDING		$ 217.57
273	##		4-Wire Analog Sub-Loop	PENDING		$ 218.54
274	##		2-Wire xDSL Digital Sub-Loop	PENDING		$ 250.83
275	##		4-Wire xDSL Digital Sub-Loop	PENDING		$ 255.11
276	##		2-Wire ISDN Digital Sub-Loop	PENDING		$ 278.37
277	##		4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	PENDING		$ 470.27
278	##		DS3 Sub-Loop	PENDING		$ 619.58
279	##	**Sub-Loop Service Order Charge**				
280	##		Establish, per occasion	PENDING		$ 16.23
281	##	**Sub-Loop Line Connection Charge**				
282	##		per occasion	PENDING		$ 31.00
283						
284	**Cross Connects**					
285		2-Wire		CXCT2	$ 0.15	NA
286		2-Wire Line Port		CXC9X	$ 0.15	NA
287		4-Wire		CXCT4	$ 0.29	NA
288		6-Wire		OPEN	$ 0.45	NA
289		8-Wire		OPEN	$ 0.59	NA

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290		DS1/LT1		CXCDX	$ 0.40		NA	
291		DS3/LT3		CXC8X	$ 0.70		NA	
292		OC3		OPEN	$ 74.32		NA	
293		OC12		OPEN	$ 391.72		NA	
294		OC48		OPEN	$ 955.39		NA	
295	##	DS3 C.O. Cross-Connect to Collocation		CXCBX	$ 30.54		N/A	
296								
297	**Dedicated Transport**							
298		**Entrance Facility:**						
299		DS1	Zone 1	UEYB1	$ 66.45		NA	
300			Zone 2	UEYB2	$ 81.14		NA	
301			Zone 3	UEYB3	$ 62.07		NA	
302		DS3	Zone 1	UEYC1	$ 560.77		NA	
303			Zone 2	UEYC2	$ 646.31		NA	
304			Zone 3	UEYC3	$ 693.84		NA	
305		OC3	All Zones	UEYFX	$ 269.65		NA	
306		OC12	All Zones	UEYGX	$ 464.01		NA	
307		OC48	All Zones	UEYHX	$ 1,931.85		NA	
308								
309		**Interoffice Transport:**						
310		DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 14.79		NA	
311			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 1.64		NA	
312		DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 127.75		NA	
313			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 21.61		NA	
314			Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	$ 127.75		NA	
315			Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	$ 21.61		NA	
316		OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 326.14		NA	
317			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 206.39		NA	
318		OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 554.09		NA	
319			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 370.49		NA	
320		OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 1,219.10		NA	
321			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 264.08		NA	
322								
323	**Multiplexing**							
324		**DS1 to Voice Grade**		QMVX1-X3	$ 279.80		NA	
325		**DS3 to DS1**		QM3X1-X3	$ 372.85		NA	
326		**OC3**	Add/Drop Multiplexing - Per Arrangement	MPECX	$ 528.23		NA	
327			Add/Drop Function					
328			- Per DS3 Add or Drop	MXJBX	$ 101.70		NA	
329			- Per DS1 Add or Drop	MXJAX	$ 31.40		NA	
330		**OC12**	Add/Drop Multiplexing - Per Arrangement	MPEDX	$ 592.17		NA	
331			Add/Drop Function					
332			- Per OC3 Add or Drop	MXJCX	$ 141.66		NA	
333			- Per DS3 Add or Drop	MXJBX	$ 30.72		NA	
334		**OC48**	Add/Drop Multiplexing - Per Arrangement	MXRFX	$ 665.51		NA	
335			Add/Drop Function					
336			- Per OC12 Add or Drop	MXJEX	$ 307.93		NA	
337			- Per OC3 Add or Drop	MXJCX	$ 142.38		NA	
338			- Per DS3 Add or Drop	MXJBX	$ 49.30		NA	
339								
340	**Dedicated Transport Cross Connects**							
341		DS1		CXCDX	$ 0.40		NA	
342		DS3		CXCEX	$ 0.70		NA	
343		OC3		OCCCX	$ 74.32		NA	
344		OC12		OCCDX	$ 391.72		NA	
345		OC48		OCCFX	$ 955.39		NA	
346								
347	**Dedicated Transport Optional Features & Functions**							
348		DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3			$ 402.28	
349		OC3	1+1 Protection - Per OC3 Entrance Facility	P8T	$ 40.23		NA	
350			1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	P3S	$ 40.23		$ 2,733.58	
351			1+1 Protection with Route Survivability (1 & 2 below apply)					
352			- (1) Per OC3 Entrance Facility	P8T	$ 40.23		NA	
353			- (2) Per Quarter Route Mile	S2DXY	$ 47.49		NA	
354		OC12	1+1 Protection - Per OC12 Entrance Facility	P8T	$ 198.99		NA	
355			1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	P3S	$ 198.99		$ 2,733.58	
356			1+1 Protection with Route Survivability (1 & 2 below apply)					
357			- (1) Per OC12 Entrance Facility	P8T	$ 198.99		NA	
358			- (2) Per Quarter Route Mile	S2DXY	$ 42.08		NA	
359		OC48	1+1 Protection - Per OC48 Entrance Facility	P8T	$ 826.72		NA	
360			1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	P3S	$ 826.72		$ 2,733.58	
361			1+1 Protection with Route Survivability (1 & 2 below apply)					

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362			- (1) Per OC48 Entrance Facility	P8T	$ 826.72		NA	
363			- (2) Per Quarter Route Mile	S2DXY	$ 70.75		NA	
364								
365	**Dedicated Transport Installation & Rearrangement Charges**							
366		DS1	Administration Charge - Per Order	ORCMX	NA		$ 394.30	
367			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 624.17	
368			Carrier Connection Charge - Per Order	NRBBL	NA		$ 512.19	
369		DS3	Administration Charge - Per Order	ORCMX	NA		$ 299.28	
370			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 663.29	
371			Design & Central Office Connection Charge - Per Circuit	NRBC4	NA		$ 663.29	
372			Carrier Connection Charge - Per Order	NRBBL	NA		$ 351.77	
373			Carrier Connection Charge - Per Order	NRBDT	NA		$ 351.77	
374		OC3	Administration Charge - Per Order	ORCMX	NA		$ 116.40	
375			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 487.96	
376			Carrier Connection Charge - Per Order	NRBBL	NA		$ 652.38	
377		OC12	Administration Charge - Per Order	ORCMX	NA		$ 116.40	
378			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 487.96	
379			Carrier Connection Charge - Per Order	NRBBL	NA		$ 652.38	
380		OC48	Administration Charge - Per Order	ORCMX	NA		$ 116.40	
381			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 487.96	
382			Carrier Connection Charge - Per Order	NRBBL	NA		$ 652.38	
383								
384	**Dedicated Transport Network Reconfiguration Service (NRS)**							
385		On rates, terms and conditions specified in FCC Tariff No. 2		OPEN			FCC Tariff No. 3	
386								
387	**Digital Cross-Connect System**							
388		DCS Port Charge		OPEN				
389		DS1		OPEN	ICB		ICB	
390		DS3		OPEN	ICB		ICB	
391		DCS Establishment Charge		OPEN	ICB		ICB	
392		Database Modification Charge		OPEN	ICB		ICB	
393		Reconfiguration Charge		OPEN	ICB		ICB	
394								
395	**Dark Fiber**							
396	##	**Dark Fiber Interoffice**						
397	##		Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	$75.79		NA	
398	##		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	$0.00159		NA	
399	##		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	$3.20		NA	
400	##	**Dark Fiber Loop / Subloop**						
401	##		Dark Fiber Loop/SubLoop Termination (Per Termination per Fiber)	UL1WX	$12.84		NA	
402	##		Dark Fiber Loop/SubLoop Mileage (Per Fiber per Foot)	ULOWG	$0.00176		NA	
403	##		Dark Fiber Loop/Subloop Cross Connect (Per Termination per Fiber)	UKCHX	$2.62		NA	
404	##	**Inquiry (Per Request)**						
405	##		Dark Fiber Loop - NRC	NR9D7	NA		$73.25	
406	##		Dark Fiber Sub-Loop - NRC	NR9DX	NA		$73.25	
407	##		Dark Fiber Interoffice Transport - NRC	NR9D6	NA		$290.65	
408	##	**FIRM ORDER (Per Fiber Strand)**						
409	##		Administrative per Order					
410	##		Connect	NRB51	NA		$11.53	
411	##		Disconnect	NR9H2	NA		$10.21	
412	##		Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)					
413	##		Connect	NRB52	NA		$343.23	
414	##		Disconnect	NR9H3	NA		$90.67	
415	##		Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)					
416	##		Connect	NRB53	NA		$351.46	
417	##		Disconnect	NR9H4	NA		$81.71	
418	##		Dark Fiber Interofcfice Transport - NRC					
419	##		Connect	NRB54	NA		$414.95	
420	##		Disconnect	NR9H5	NA		$160.42	
421								
422	**Line Information Database - LIDB**				**USAGE**			
423		Validation Query (Regional STP Access Includes SMS & Sleuth)		USAGE	$ 0.015282	(per query)	NA	
424		Query Transport (Regional STP Access Validation)		USAGE	$ 0.000019	(per query)	NA	
425		Validation Query (Local STP Access Includes SMS & Sleuth)		USAGE	$ 0.015282	(per query)	NA	
426		Query Transport (Local STP Access Validation)		USAGE	$ 0.000135	(per query)	NA	
427		CNAM Database Query (Regional STP Access Includes SMS)		USAGE	$ 0.009252	(per query)	NA	
428		CNAM Database Query (Local STP Access Includes SMS)		USAGE	$ 0.009252	(per query)	NA	
429		Service Order Cost		ORZMX	NA		$ 25.00	
430		Service Establishment Cha		CF353	NA		NA	
431		LIDB Data Storage & Administration						
432			Manual Update	OPEN			$ 2.00	(Per Update)
433								

TBD - To be determined
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Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
434	**800 Database**						
435		Fac.Based-Local STP Conn-800DB Carrier ID Only	USAGE	$ 0.001257			
436		Fac.Based-Local STP Conn-800DB Routing Options	USAGE	$ 0.000252			
437		Fac.Based-Reg. STP Conn-800DB Carrier ID Only	USAGE	$ 0.001141			
438		Fac.Based-Reg. STP Conn-800DB Routing Options	USAGE	$ 0.000137			
439		Non-Fac Based-800DB Call Routing Query	USAGE	$ 0.002170			
440		Non-Fac Based-800DB Routing Options	USAGE	$ 0.000407			
441							
442	**SS7 Links, Ports and Signalling**						
443		**SS7 Links - Cross Connects**					
444		STP to Collocators Cage - DS0	USAGE	See Dedicated Transport			
445		STP to Collocators Cage- DS1	USAGE	See Dedicated Transport			
446		STP to SBC Ohio MDF - DS0	USAGE	See Dedicated Transport			
447		STP to SBC Ohio DSX Frame-DS1	USAGE	See Dedicated Transport			
448		**SS7 Links**					
449		STP Access Connection - 1.544 Mbps	USAGE	See Dedicated Transport			
450		STP Access Link - 56 Kbps	USAGE	See Dedicated Transport			
451		STP Port	USAGE	$ 284.02		$ 624.49	
452		**SS7 Signalling**		**USAGE**			
453		Signal Switching/ISUP msg	USAGE	$ 0.000127			
454		Signal Transport/ISUP msg	USAGE	$ 0.000047			
455		Signal Formulation/ISUP msg	USAGE	$ 0.000150			
456		Signal Tandem Switching/ISUP msg	USAGE	$ 0.000219			
457		Signal Switching/TCAP msg	USAGE	$ 0.000113			
458		Signal Transport/TCAP msg	USAGE	$ 0.000031			
459		Signal Formulation/TCAP msg	USAGE	$ 0.000124			
460		Orig.Point Code/per svc added or changed	USAGE			$ 22.71	
461		Global Title Address Trans per svc added/changed	USAGE			$ 12.22	
462							
463	**LNP**						
464	Local Number Portability		NSR	$ 0.28		N/A	
465							
466	**Unbundled Local Switching with Shared Transport (ULS-ST)**						
467		ULS-Usage for ULS-ST, per Originating & Terminating MOU	USAGE	$ 0.000779	per MOU	NA	
468		ULS-ST Blended Transport MOU	USAGE	$ 0.001047	per MOU	NA	
469		ULS-ST Reciprocal Compensation MOU	USAGE	$ 0.000779	per MOU	NA	
470		ULS-ST Common Transport MOU	USAGE	$ 0.000629	per MOU	NA	
471		ULS-ST Tandem Switching MOU	USAGE	$ 0.000213	per MOU	NA	
472		SS7 Signaling Transport associated with ULS-ST	TARIFF	$ 0.000035	per Message	N/A	
473		**ULS-ST Ports**					
474		Baisc Line Port - Residence, per Port	UJR	$ 3.11		$ 48.27	
475		Baisc Line Port - Business, per Port	PENDING	$ 4.61		$ 48.27	
476							
477		**Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch**	OPEN			$ 130.57	
478							
479	**Unbundled Local Switching (ULS)**						
480		ULS Usage, per Originating or Terminating MOU (statewide)	N/A	$ 0.003209	per MOU	NA	
481		Daily Usage Feed (DUF), per message	N/A	$ 0.000885	per Message	NA	
482		Customized Routing per Line Class Code, per switch	UROPW	NA		$ 304.06	
483		Regional Usage Billing & Trunk Order Development, per CLEC	NHCCQ	NA		$ 35,773.77	
484		Service Coordination Fee, per CLEC bill, per switch	UFEPW	$ 0.48			
485		Customer Training	NR9UT			$ 78.82	
486							
487	**ULS - Port Charge Per Month**						
488		Basic Analog Line Port	UPC	$ 4.61		$ 48.27	
489		Analog Line Port - PBX 2W	UVL	$ 4.61		$ 48.27	
490		Analog Line Port - PBX 1W In	U1L	$ 4.61		$ 48.27	
491		Analog Line Port - PBX 1W Out	UOL	$ 4.61		$ 48.27	
492		Ground Start Port - PBX 2W	UPZ	$ 4.92		$ 48.27	
493		Ground Start Port - PBX 1W In	U1Z	$ 4.92		$ 48.27	
494		Ground Start Port - PBX 1W Out	UOZ	$ 4.92		$ 48.27	
495		COPTS - Coin Port	U5N	$ 4.92		$ 48.27	
496		Analog DID Trunk Port	UPR	$ 12.67		$ 48.27	
497		DID Telephone Number, per Number	UDM	$ 0.01		N/A	
498		Add / Rearange Each Termination	REAJG	N/A		$ 30.06	
499		ISDN BRI Port - National	U2P	$ 28.15		$ 48.27	
500		ISDN Telephone Number, per Number	UZN	$ 0.01			
501		ISDN BRI Port - Custom	U25	$ 28.15		$ 48.27	

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Line	OHIO - Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
502	ISDN Direct Port Custom (BRI) - per telephone number	UZN	$ 0.01	
503	ISDN PRI Port - National	UZQZD	$ 146.52	$ 725.29
504	ISDN Prime Trunk Port - National (PRI) per telephone number	UZN	$ 0.01	
505	Add / Rearange Each Termination	REAKB	N/A	$ 30.06
506	ISDN PRI Port - Custom	UZPZD	$ 146.52	$ 725.29
	ISDN Prime Trunk Port - Custom (PRI) per telephone number	UZN	$ 0.01	
507	Digital Trunking Trunk Port	U9Z	$ 105.71	$ 725.29
508	DS1 Trunk Port	UROPT	$ 81.69	$ 725.29
509	Centrex Basic Line Port	U3XAA-CA	$ 8.90	$ 48.27
510	Centrex Basic Line Port	U3XAB-CB	$ 8.90	$ 48.27
511	Centrex Basic Line Port	U3XAD-CD	$ 8.90	$ 48.27
512	Centrex Basic Line Port	U3XAE-CE	$ 8.90	$ 48.27
513	Centrex ISDN BRI Port - National	PENDING	$ 44.99	$ 48.27
514	Centrex ISDN BRI Port - Custom	PENDING	$ 44.99	$ 48.27
515	Centrex EKL Line Port	U3XAC-CC	$ 27.29	$ 48.27
516	Centrex Attendant Console Line Port	U6A	$ 87.24	$ 96.55
517				
518	**ULS and ULS-ST Port Non-Recurring Charges**			
519	Service Order Initial - Line Port, per occasion	NR9UU	NA	$ 16.02
520	Service Order Initial - Trunk Port, per occasion	NR9UG	NA	$ 325.62
521	Service Order Add / Change, per occasion	NR9UV	NA	$ 16.02
522	Service Order - Record Order, per occasion, Basic Port	NR9F6	NA	$ 14.27
523	Service Order - Record Order, per occasion, Complex Port	NR9F7	NA	$ 14.27
524	Service Order - Record Order, per occasion, ULS Trunk Port	NR9F8	NA	$ 14.27
525	Conversion from one port type to another, per each port changed	REAKD	NA	$ 43.63
526	UNE-P Migration - Line Port Side	NHCHG	NA	$ 0.74
527				
528	**Unbundled Tandem Switching**			
529	Tandem Switching, per minute of use (without Tandem Trunks)	USAGE	$ 0.000684	NA
530	Tandem Trunks (DS1)	OPEN	$ 122.01	
531	Trunk Features	OPEN	$ 15.62	
532	Service Order - New	OPEN		$ 377.77
533	Line Connection	OPEN		$ 770.83
534	Service Order - Add / Change	OPEN		$ 25.01
535				
536	**Unbundled Switch Port - Vertical Features**			
537	**Analog Line Port Features (per feature per port):**			
538	Call Waiting		NA	NA
539	Call Forwarding Variable		NA	NA
540	Call Forwarding Busy Line		NA	NA
541	Call Forwarding Don't Answer		NA	NA
542	Three-Way Calling		NA	NA
543	Speed Calling - 8		NA	NA
544	Speed Calling - 30		NA	NA
545	Auto Callback/Auto Redial		NA	NA
546	Distinctive Ring/Priority Call		NA	NA
547	Selective Call Rejection/Call Blocker		NA	NA
548	Auto Recall/Call Return		NA	NA
549	Selective Call Forwarding		NA	NA
550	Calling Number Delivery		NA	NA
551	Calling Name Delivery		NA	NA
552	Calling Number/Name Blocking		NA	NA
553				
554	**Analog Line Port Features:**			
555	Personalized Ring (per arrangement per port)		NA	NA
556	Hunting Arrangement (per arrangement)		NA	NA
557				
558	**ISDN BRI Port Features (per B Channel, unless noted)**			
559	CSV/CSD per ISDN BRI port (required/provided)		NA	NA
560				
561	**Basic Centrex Electonic Key Line (EKL) Features**		NA	NA
562	Basic EKL provides:		NA	NA
563	Bridged Call Exclusion		NA	NA
564	Bridging		NA	NA
565	Call Forwarding Don't Answer		NA	NA
566	Call Forwarding Interface Busy		NA	NA
567	Call Forwarding Variable		NA	NA
568	Message Waiting Indicator		NA	NA
569	Speed Call (Long)		NA	NA
570	Speed Call (Short)		NA	NA
571	Three-way Conference Calling		NA	NA
572				

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Line	OHIO - Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
573	**Call Appearance Call Handling (CACH) EKL**					
574	CACH EKL includes:		NA		NA	
575	Additional Call Offering (inherent)		NA		NA	
576	Bridged Call Exclusion		NA		NA	
577	Bridging		NA		NA	
578	Call Forwarding Don't Answer		NA		NA	
579	Call Forwarding Interface Busy		NA		NA	
580	Call Forwarding Variable		NA		NA	
581	Intercom		NA		NA	
582	Key System Coverage for Analog Lines		NA		NA	
583	Message Waiting Indicator		NA		NA	
584	Speed Call (Long)		NA		NA	
585	Speed Call (Short)		NA		NA	
586	Three-way Conference Calling		NA		NA	
587						
588	**Basic individual features:**					
589	Additional Call Offering		NA		NA	
590	Call Forwarding Don't Answer		NA		NA	
591	Call Forwarding Interface Busy		NA		NA	
592	Call Forwarding Variable		NA		NA	
593	Calling Number Delivery		NA		NA	
594	Hunt Group for CSD		NA		NA	
595	Hunt Group for CSV		NA		NA	
596	Message Waiting Indicator		NA		NA	
597	Secondary Only Telephone Number		NA		NA	
598	Three Way Conference Calling		NA		NA	
599						
600	**ISDN PRI Port Features**					
601	Backup D Channel		NA		NA	
602	Calling Number Delivery		NA		NA	
603	Dynamic Channel Allocation		NA		NA	
604	DID #s - see Analog DID Trunk Port Features		NA		NA	
605						
606	**Analog Trunk Port Features (per feature per port)**					
607	DID #s - per telephone number	UDM	$ 0.01			
608	DID #s - per telephone number - ISDN	UZN	$ 0.01			
610						
611	**DS1 Digital Trunk Port Features (per feature per port)**					
612	DID #s - see Analog DID Trunk Port Features		$ 0.01			
613						
614	**Unbundled Centrex System Options**					
615	Centrex Common Block Establishment, per Serving Office	SEPUS	NA		$ 494.11	
616	Centrex System Features,	USFCB	305.52		NA	
617	Centrex System Feature Activation, per Occasion	NR9UE	NA		$ 260.86	
618	Centrex Change and Rearrange, per System Feature, per Occasion	REAJY	NA		$ 67.71	
619						
620	**System Features (per Centrex Common Block):**	USFCB	$ 305.52		NA	
621	Automatic Callback Calling/Business Group Callback					
622	Call Forwarding Variable/Business Group Call Forwarding Variable					
623	Call Forwarding Busy Line					
624	Call Forwarding Don't Answer					
625	Call Hold					
626	Call Pickup					
627	Call Transfer - All Calls					
628	Call Waiting - Intragroup/Business Group Call Waiting					
629	Call Waiting - Originating					
630	Call Waiting - Terminating					
631	Class of Service Restriction - Fully Restricted					
632	Class of Service Restriction - Semi Restricted					
633	Class of Service Restriction - Toll Restricted					
634	Consultation Hold					
635	Dial Call Waiting					
636	Directed Call Pickup - Non Barge In					
637	Directed Call Pickup - With Barge In					
638	Distinctive Ringing and Call Waiting Tone					
639	Hunting Arrangement - Basic					
640	Hunting Arrangement - Circular					
641	Speed Calling Personal (short list)					
642	Three Way Calling					
643						

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Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
644	**ISDN BRI Port Features for Unbundled Centrex**						
645		Circuit Switched Voice (CSV)/(CSD) per BRI					
646							
647	**Standard feature initialization per Centrex System**			$ 305.52		NA	
648		Individual features (per feature per B Channel)					
649		Additional Call Offering for CSV					
650		Automatic Callback Calling					
651		Call Forwarding Busy Line					
652		Call Forwarding Don't Answer					
653		Call Forwarding Variable					
654		Call Hold					
655		Call Pickup					
656		Call Transfer - All Calls					
657		Class of Service Restriction - Fully Restricted					
658		Class of Service Restriction - Semi Restricted					
659		Class of Service Restriction - Toll Restricted					
660		Consultation Hold					
661		Dial Call Waiting					
662		Directed Call Pickup - Non Barge In					
663		Directed Call Pickup - With Barge In					
664		Distinctive Ringing					
665		Hunting Arrangement - Basic					
666		Hunting Arrangement - Circular					
667		Speed Calling Personal (short list)					
668		Three Way Calling					
669		Custom Access Treatment Code (TX only)					
670		Denied Origination (TX only)					
671		Denied Termination (TX only)					
672		Intercom Dialing (TX only)					
673							
674	***OTHER***						
675	##	**Directory Assistance**					
676		**UNE P DA**					
677		Directory Assistance, per call	OPEN	$ 0.30		NA	NA
678		Directory Assistance Call Completion (DACC)	OPEN	$ 0.15		NA	NA
679		National Directory Assistance	OPEN	$ 0.65		NA	NA
680		Reverse Directory Assistance	OPEN	$ 1.25		NA	NA
681							
682		**Facility-based DA**					
683		Directory Assistance, per call	OPEN	$ 0.30		NA	NA
684		Directory Assistance/National Directory Assistance/Reverse DA/Business Category Search) , per call	OPEN	$ 0.35		NA	NA
685		Directory Assistance Call Completion (DACC)	OPEN	$ 0.15		NA	NA
686							
687	##	Branding - Other - Initial/Subsequent Load	OPEN			$ 1,800.00	
688	##	- per call	OPEN	$ 0.025			
689	##	Branding - Facility Based - Initial/Subsequent Load					
690	##	- Branding, per trunk group	OPEN	NA		$ 800.00	
691	##	Rate Reference - Initial Load	OPEN	NA		$ 2,200.00	NA
692	##	Rate Reference - Subsequent Load	OPEN	NA		$ 1,000.00	NA
693	##	**DA Listing Liscense**					
694	##	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)					
695	##	- per listing for initial load	OPEN	NA		$ 0.040	
696	##	- per listing for subsequent updates	OPEN	NA		$ 0.060	
697	##	Option #2 Full File (all states inclusive) Billable Release					
698	##	- per listing for initial load	OPEN	NA		$ 0.020	
699	##	- per listing for subsequent updates	OPEN	NA		$ 0.030	
700	##	- per usage/query	OPEN	NA		$ 0.020	
701	##	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
702	##	- per listing for initial load	OPEN	NA		$ 0.050	
703	##	- per listing for subsequent updates	OPEN	NA		$ 0.060	
704	##	Option #4 Pick & Choose (by state) Billable Release					
705	##	- per listing for initial load	OPEN	NA		$ 0.020	
706	##	- per listing for subsequent updates	OPEN	NA		$ 0.030	
707	##	- per usage/query	OPEN	NA		$ 0.020	
708							
709	##	**Operator Services**					
710	##	Fully Automated Call Processing, per occurrence	OPEN	$ 0.15		NA	
711	##	Operator Assisted Call Processing, per work second	OPEN	$ 0.02		NA	
712	##	Branding - Other - Initial/Subsequent Load	OPEN			$ 1,800.00	
713	##	- per call	OPEN	$ 0.025			

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Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
714	##	Branding - Facility Based - Initial/Subsequent Load					
715	##	- per trunk group	OPEN	NA		$ 800.00	NA
716	##	Operator Services - Rate Reference - Initial Load	OPEN	NA		$ 2,200.00	NA
717	##	Operator Services - Rate Reference - Subsequent Load	OPEN	NA		$ 1,000.00	NA
718							
719	**Ancillary Message Billing Compensation (Per Message)**		OPEN	$ 0.03		NA	
720							
721	**Structure Access - Poles & Ducts**			Annually			
722		Pole Attachments, per Pole attachment*	OPEN	$ 2.52			
723		Conduit, per Foot of innerduct	OPEN	$ 0.74			
724		Innerduct, per ft	OPEN	$ 0.37			
725		Application fee	OPEN			$ 200.00	
726	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each						
727	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.						
728							
729	**Emergency Number Service Access**						
730		911 Selective Router Interconnection					
731		-Digital DS1 Interface	USAGE	$ 336.44		$ 759.98	
732		-Each DSO installed	USAGE	N/A		$ 364.69	
733		-Analog Channel Interface	EVG9X	$ 28.72		$ 436.62	
734		ANI/ALI/SR and Database Management					
735		- Per 100 records, rounded up to nearest 100	9S89X	$ 107.18		$ 21.54	
736		911 Selective Router Switch Administration					
737		-Per Selective Router	USAGE	$ 5.55		$ 2,645.15	
738							
739	**UNE-P New Combinations**						
740		UNE-P Combinations Non-Recurring - Charges for New Residential POTS Local Exchange servic	NR9LK			$ 33.88	
741							
742	**RECIPROCAL COMPENSATION**						
743		**End Office Local Termination**					
744		Duration charge, per MOU	USAGE	$ 0.003600			
745		**Tandem Switching**					
746		Duration charge, per MOU	USAGE	$ 0.000623			
747		**Tandem Transport Termination, per MOU**	USAGE	$ 0.000146			
748		**Tandem Transport Facility Mileage, per MOU per mile**	USAGE	$ 0.000006			
749							
750	**TRANSIT SERVICE**						
751	##	Tandem Switching - per minute of use	USAGE	$ 0.004587			
752	##	Tandem Termination - per minute of use	USAGE	$ 0.000226			
753	##	Tandem Facility - per minute of use	USAGE	$ 0.000188			
754	##	**Rate elements not included in TELRIC order**					
755		**Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA."**					
756	/1/	**Does not apply to pre-existing UNE-P Migrations. This Non-Recurring Charge is the only NRC charged for New UNE-P Residential POTS Combinations.**					
757		**Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA application of rates is interim and subject to SBC**					
758		**Ohio reservation of rights pertaining to and subject to modification as a result of reconsideration, appeal, further PUCO action, or other change of law.**					
759		**The Parties also acknowledge and agree that the interim rates set forth are subject to true-up or true-down pending PUCO established rates.**					
760	*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**						
761	***RESALE***			***RESALE DISCOUNTS***		***RESALE DISCOUNTS***	
762	**BUSINESS**			RECURRING		NON-RECURRING	
763		**LOCAL EXCHANGE SERVICE**					
764		Business 1 Party	RESALE	20.29%		20.29%	
765		Business - Measured	RESALE	20.29%		20.29%	
766		Customer Operated Pay Telephone (COPT)	RESALE	20.29%		20.29%	
767							
768		**EXPANDED LOCAL CALLING**					
769		Extended Area Service	RESALE	20.29%		20.29%	
770							
771		**VERTICAL SERVICES**					
772		Anonymous Call Rejection	RESALE	20.29%		20.29%	
773		Repeat Dialing (Auto Redial)	RESALE	20.29%		20.29%	
774		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%		20.29%	
775		Call Blocker	RESALE	20.29%		20.29%	
776		Call Forwarding	RESALE	20.29%		20.29%	
777		Call Forwarding - Busy Line	RESALE	20.29%		20.29%	
778		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%		20.29%	
779		Call Forwarding - Don't Answer	RESALE	20.29%		20.29%	
780		Automatic CallBack (Call Return)	RESALE	20.29%		20.29%	
781		Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	20.29%		20.29%	
782		Call Trace	RESALE	20.29%		20.29%	
783		Call Waiting	RESALE	20.29%		20.29%	

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Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
784		Caller ID WithName (Calling Name)	RESALE	20.29%		20.29%	
785		Caller ID (Calling Number)	RESALE	20.29%		20.29%	
786		MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	20.29%		20.29%	
787		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	20.29%		20.29%	
788		Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%		0.00%	
789		Selective Call Forwarding	RESALE	0.00%		0.00%	
790		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	20.29%		20.29%	
791		Remote Call Forwarding-Per Feature	RESALE	20.29%		20.29%	
792		RCF, Interstate, Interexchange	RESALE	20.29%		20.29%	
793		RCF, Intrastate	RESALE	20.29%		20.29%	
794		RCF, Interstate, International	RESALE	20.29%		20.29%	
795		RCF, Intrastate, Interexchange	RESALE	20.29%		20.29%	
796		RCF to 800	RESALE	20.29%		20.29%	
797		RCF Additional	RESALE	20.29%		20.29%	
798		Speed Calling 8	RESALE	20.29%		20.29%	
799		Speed Calling 30	RESALE	20.29%		20.29%	
800		Three Way Calling	RESALE	20.29%		20.29%	
801		Call Screening	RESALE	20.29%		20.29%	
802		Busy Line Transfer	RESALE	20.29%		20.29%	
803		Alternate Answer	RESALE	20.29%		20.29%	
804		Message Waiting - Tone	RESALE	20.29%		20.29%	
805		Easy Call	RESALE	20.29%		20.29%	
806		Prime Number Service	RESALE	20.29%		20.29%	
807		SBC Ohio Privacy Manager	RESALE	20.29%		20.29%	
808		Name and Number Delivery Service	RESALE	20.29%		20.29%	
809							
810		**DID**					
811		DID	RESALE	20.29%		20.29%	
812							
813		**TRUNKS**					
814		Trunk	RESALE	20.29%		20.29%	
815							
816		**AIN**					
817		Area Wide Networking	RESALE	20.29%		20.29%	
818		Emergency Referral Message Service (Disaster Routing Service)	RESALE	20.29%		20.29%	
819		SBC Ohio Switch Alternate Routing (ANSAR)	RESALE	20.29%		20.29%	
820		SBC Ohio Customer Location Alternate Routing (ACLAR)	RESALE	20.29%		20.29%	
821							
822		**OTHER**					
823		Grandfathered Services	RESALE	0.00%		0.00%	
824		Promotions (Greater than 90 days)	RESALE	20.29%		20.29%	
825		TouchTone (Business)	RESALE	20.29%		20.29%	
826		TouchTone (Trunk)	RESALE	20.29%		20.29%	
827							
828		**Data Services**					
829		Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	20.29%		20.29%	
830		PBX Trunks	RESALE	20.29%		20.29%	
831		Mulit-Service Optical Network (MON)	RESALE	20.29%		20.29%	
832		OCn-PTP	RESALE	20.29%		20.29%	
833		ADTS-E	RESALE	20.29%		20.29%	
834		DS0	RESALE	20.29%		20.29%	
835		DS1	RESALE	20.29%		20.29%	
836		DS3	RESALE	20.29%		20.29%	
837							
838		**ISDN**					
839		ISDN	RESALE	20.29%		20.29%	
840							
841		**DIRECTORY ASSISTANCE SERVICES**	RESALE	20.29%		20.29%	
842		Local Operator Assistance Service	RESALE	20.29%		20.29%	
843		Reverse Directory Assistance	RESALE	$1.25		NA	
844							
845		**TOLL**					
846		TOLL	RESALE	20.29%		20.29%	
847							
848		**OPTIONAL TOLL CALLING PLANS**					
849		Optional Toll Calling Plans	RESALE	20.29%		20.29%	
850							
851		**CENTREX (PLEXAR)**					
852		CENTREX ACS	RESALE	20.29%		20.29%	
853		CENTREX ACS SBC Ohio CENTREX Network Manager	RESALE	0.00%		0.00%	
854							

TBD - To be determined
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Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
855		**PRIVATE LINE**					
856		Analog Private Lines	RESALE	20.29%		20.29%	
857		Private Line Channel Services	RESALE	20.29%		20.29%	
858							
859	**RESIDENCE**			***RESALE DISCOUNTS***			
860		**LOCAL EXCHANGE SERVICE**		RECURRING		NON-RECURRING	
861		Life Line	RESALE	0.00%		0.00%	
862		Residence 1 Party	RESALE	20.29%		20.29%	
863		Residence Measured	RESALE	20.29%		20.29%	
864							
865		**EXPANDED LOCAL CALLING**					
866		Extended Area Service	RESALE	20.29%		20.29%	
867							
868		**VERTICAL SERVICES**					
869		Anonymous Call Rejection	RESALE	20.29%		20.29%	
870		Repeat Dialing (Auto Redial)	RESALE	20.29%		20.29%	
871		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%		20.29%	
872		Call Blocker	RESALE	20.29%		20.29%	
873		Call Forwarding	RESALE	20.29%		20.29%	
874		Call Forwarding - Busy Line	RESALE	20.29%		20.29%	
875		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%		20.29%	
876		Call Forwarding - Don't Answer	RESALE	20.29%		20.29%	
877		Automatic Call-Back (Call Return)	RESALE	20.29%		20.29%	
878		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	20.29%		20.29%	
879		Call Trace	RESALE	20.29%		20.29%	
880		Call Waiting	RESALE	20.29%		20.29%	
881		Caller ID with Name (Calling Name)	RESALE	20.29%		20.29%	
882		Caller ID (Calling Number)	RESALE	20.29%		20.29%	
883		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	20.29%		20.29%	
884		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	20.29%		20.29%	
885		Remote Access to Call Forwarding (GF)	RESALE	0.00%		0.00%	
886		RCF, Interstate, Interexchange	RESALE	20.29%		20.29%	
887		RCF, Intrastate	RESALE	20.29%		20.29%	
888		RCF, Interstate, International	RESALE	20.29%		20.29%	
889		RCF, Intrastate, Interexchange	RESALE	20.29%		20.29%	
890		RCF to 800	RESALE	20.29%		20.29%	
891		RCF Additional	RESALE	20.29%		20.29%	
892		Selective Call Forwarding	RESALE	20.29%		20.29%	
893		Speed Calling 8	RESALE	20.29%		20.29%	
894		Three Way Calling	RESALE	20.29%		20.29%	
895		Call Screening	RESALE	20.29%		20.29%	
896		Busy Line Transfer	RESALE	20.29%		20.29%	
897		Alternate Answer	RESALE	20.29%		20.29%	
898		Message Waiting - Tone	RESALE	20.29%		20.29%	
899		Easy Call	RESALE	20.29%		20.29%	
900		SBC Ohio Privacy Manager	RESALE	20.29%		20.29%	
901		Name and Number Delivery Service	RESALE	20.29%		20.29%	
902							
903		**ISDN**					
904		ISDN	RESALE	20.29%		20.29%	
905							
906		**DIRECTORY ASSISTANCE SERVICES**	RESALE	20.29%		20.29%	
907		Local Operator Assistance Service	RESALE	20.29%		20.29%	
908		Reverse Directory Assistance	RESALE	$1.25		NA	
909							
910		**OTHER**					
911							
912		Grandfathered Services	RESALE	0.00%		0.00%	
913		Promotions (Greater than 90 Days)	RESALE	20.29%		20.29%	
914		TouchTone	RESALE	20.29%		20.29%	
915		Home Services Packages	RESALE	20.29%		20.29%	
916							
917		**TOLL**					
918							
919		Custom and Dedicated 800 Service (Home 800)	RESALE	20.29%		20.29%	
920		IntraLATA MTS	RESALE	20.29%		20.29%	
921		900/976 Call Blocking (900/976 Call Restriction)	RESALE	20.29%		20.29%	
922		976 (976 Information Delivery Service)	RESALE	20.29%		20.29%	
923		Access Services (See Access Tariff)	RESALE	0%		0%	
924		Additional Directory Listings	RESALE	20.29%		20.29%	
925		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	20.29%		20.29%	

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Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
926		Connection Services	RESALE	20.29%		20.29%	
927		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
928		Shared Tenant Service	RESALE	0%		0%	
929		Toll Restriction	RESALE	20.29%		20.29%	
930							
931	**Electronic Billing Information Data (daily usage)**		RESALE	$0.00			
932	per message						
933							
934	**Local disconnect Report (LDR)**						
935	Per WTN		RESALE	$0.00			
936							
937	**Line Connection Charge**						
938	Complex (Residence)		RESALE			N/A	
939	Complex (Business)		RESALE			N/A	
940	Simple (Residence)		RESALE			N/A	
941	Simple (Business)		RESALE			N/A	
942							
943	**Service Order/Service Request Charge**						
944	Complex (Residence)		RESALE			$14.07	
945	Complex (Business)		RESALE			$12.63	
946	Simple (Residence)		RESALE			$14.07	
947	Simple (Business)					$20.33	
948							
949	**Non-Electronic (Manual) Service Order Charge**						
950	Complex (Residence)		RESALE			$9.02	
951	Complex (Business)		RESALE			$9.02	
952	Simple (Residence)		RESALE			$9.02	
953	Simple (Business)		RESALE			$9.02	
954							

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AMERITECH
TELEPHONE COMPANY
OHIO
October 30, 2001

		Collocation Services			Non-Recurring	Recurring
	Ohio	CAGE				
		QUOTE SHEET				
					RATE	RATE
					MONTHLY	NON-
	COST ELEMENT	UNIT	USOC		RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**			**$29.90**
	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**			**$58.19**
	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**		**$7.56**	
COMMON SYSTEMS						
	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**		**$0.34**	**$133.55**
POWER PROVISIONING						
	Power Engineering:					
	ILEC-Vendor Engineering	Per Application	**NRL6Q**			**$668.20**
	DC Power Engineering	Per Application	**NRL6P**			**$719.48**
	Power Panel:					
	50 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	200 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	Power Cable and Infrastructure:					
	Power Cable Rack	Per Four Power Cables or Quad	**S8F29**		**$0.14**	**$55.34**
	20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	Equipment Grounding:					
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**S8FCR**		**$0.09**	**$35.15**
POWER CONSUMPTION (Including HVAC)						
	20 Amps	Per 20 Amps	**S8FPT**		**$257.69**	
	40 Amps	Per 40 Amps	**S8FQD**		**$515.38**	
	50 Amps	Per 50 Amps	**S8FPS**		**$644.22**	
	100 Amps	Per 100 Amps	**S8FQE**		**$1,080.82**	
	200 Amps	Per 200 Amps	**S8FQF**		**$2,161.64**	
	400 Amps	Per 400 Amps	**SP1QJ**		**$4,323.29**	
FIBER CABLE PLACEMENT						
	Central Office:					
	Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cabl	**S8FQ9**		**$13.56**	**$1,015.89**
	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**		**$15.54**	
MISCELLANEOUS & OPTIONAL COST:						
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**		**$0.02**	**$17.00**
	Bits Timing	Per two circuits	**S8FQT**		**$1.14**	**$801.84**
	Space Availability Report	Per Premise	**NRLYX**			**$130.66**
	Security Access / ID Cards	Per Card	**NRLZW**			**$35.41**
	ID Card	Per Card	NONE			**$0.00**
	Cage Prep Costs					
	Vendor Layout & Coord.	Per CLEC Cage	**NRL6N**			**$575.99**
	AC Circuits to Cage	Per CLEC Cage	**NRL6O**			**$638.85**
	Cage Fencing Placement	Per Linear Foot Cage Enclosure (CLEC Provides)				**$0.00**
	Cage Fencing Removal	Per Linear Foot Removed (CLEC Removes)				**$0.00**
	Cage Fencing Relocation	Per Linear Foot Relocated (CLEC Relocates)				**$0.00**
	Cage Door & Lock	Each (CLEC Provides)				**$0.00**
	Backboard	Each (CLEC Provides)				**$0.00**
	Signage	Each (CLEC Provides)				**$0.00**

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		Collocation Services			Non-Recurring	Recurring
	Overhead light	Each (CLEC Provides)				**$0.00**
	AC Electrical Outlet	Each (CLEC Provides)				**$0.00**
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL6R**			**$1,213.46**
	Installation	Per Cable (CLEC Installs Cable)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**		**$4.65**	**$195.60**
	Rack - Voice Grade	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**		**$4.65**	**$195.60**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8FQM**		**$357.77**	**$5,907.98**
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F46**		**$2.11**	**$530.15**
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F47**		**$184.28**	**$3,925.31**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8FQN**		**$0.98**	**$187.56**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8FQR**		**$6.05**	**$302.91**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	**NRL6W**			**$874.62**
	Cable Installation	Per Placement (CLEC Installs Cable)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F4X**		**$0.23**	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	**S8F4Y**		**$0.15**	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F4Z**		**$0.97**	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F4G**		**$0.46**	
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	**SP1QC**			**$16.12**
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL1D**			**$845.05**
	Project Coordination	Per CLEC Application	**NRL57**			**$2,814.67**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL1F**			**$547.05**
	Project Coordination	Per CLEC Application Augment	**NRL58**			**$1,515.68**
	TIME SENSITIVE ACTIVITIES					
	PRE-VISIT					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$26.51**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$11.70**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$14.96**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$21.29**
	CONSTRUCTION-VISIT					
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$21.29**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$26.51**

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		Collocation Services			Non-Recurring	Recurring
	Ohio	CAGELESS				
		QUOTE SHEET				
					RATE	RATE
					MONTHLY	NON-
	COST ELEMENT	UNIT	USOC		RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Site Conditioning	Per 10 Sq. Ft. of space (Standard Bay)	**S8FWC**			**$299.00**
	Safety & Security	Per 10 Sq. Ft. of space (Standard Bay)	**S8FWG**			**$581.90**
	Floor Space Usage	Per 10 Sq. Ft. of space (Standard Bay)	**S8F9C**		**$75.60**	
	Site Conditioning	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8FWD**			**$538.20**
	Safety & Security	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8FWH**			**$1,047.42**
	Floor Space Usage	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8F9E**		**$136.08**	
COMMON SYSTEMS						
	Common Systems - Cageless	Per 10 Sq. Ft. of space (Standard Bay)	**S8FWE**		**$4.30**	**$1,691.00**
	Common Systems - Cageless	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8FWF**		**$7.74**	**$3,043.80**
POWER PROVISIONING						
	Power Engineering:					
	ILEC-Vendor Engineering	Per Application	**NRL6Q**			**$668.20**
	DC Power Engineering	Per Application	**NRL6P**			**$719.48**
	Power Panel:					
	50 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	200 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	Power Cable and Infrastructure:					
	Power Cable Rack	Per Four Power Cables or Quad	**S8F29**		**$0.14**	**$55.34**
	20 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	40 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	50 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	100 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	200 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	Equipment Grounding:					
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**S8FCR**		**$0.09**	**$35.15**
POWER CONSUMPTION (Including HVAC)						
	20 Amps	Per 20 Amps	**S8FPT**		**$257.69**	
	40 Amps	Per 40 Amps	**S8FQD**		**$515.38**	
	50 Amps	Per 50 Amps	**S8FPS**		**$644.22**	
	100 Amps	Per 100 Amps	**S8FQE**		**$1,080.82**	
	200 Amps	Per 200 Amps	**S8FQF**		**$2,161.64**	
	400 Amps	Per 400 Amps	**SP1QJ**		**$4,323.29**	
FIBER CABLE PLACEMENT						
	Central Office:					
	Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cat	**S8FQ9**		**$13.56**	**$1,015.89**
	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**		**$15.54**	
MISCELLANEOUS & OPTIONAL COST:						
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**		**$0.02**	**$17.00**
	Bits Timing	Per two circuits	**S8FQT**		**$1.14**	**$801.84**
	Space Availability Report	Per Premise	**NRLYX**			**$130.66**
	Security Access / ID Cards	Per Card	**NRLZW**			**$35.41**
	ID Card	Per Card	NONE			**$0.00**
	CAGELESS / POT BAY OPTIONS					
	Equipment Bay	CLEC Provided				
	Non Standard Bay	CLEC Provided				
	VF/DS0 Termination Panel	CLEC Provided				
	VF/DS0 Termination Module	CLEC Provided				
	DDP-1 Panel	CLEC Provided				

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		Collocation Services			Non-Recurring	Recurring
	DDP-1 Jack Access Card	CLEC Provided				
	DS3/STS-1 Interconnect Panel	CLEC Provided				
	DS3 Interconnect Module	CLEC Provided				
	Fiber Optic Splitter Panel	CLEC Provided				
	Fiber Termination Dual Module	CLEC Provided				
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL6R**			**$1,213.46**
	Installation	Per Cable (CLEC Installs Cable)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**S8F3E**		**$4.65**	**$195.60**
	Rack - Voice Grade	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	**S8FWV**		**$4.65**	**$195.60**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8F2J**		**$357.77**	**$5,907.98**
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F2P**		**$2.11**	**$530.15**
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F21**		**$184.28**	**$3,925.31**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8F25**		**$0.98**	**$187.56**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8F49**		**$6.05**	**$302.91**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	**NRL6W**			**$874.62**
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F4X**		**$0.23**	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	**S8F4Y**		**$0.15**	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F4Z**		**$0.97**	
	24 Fiber Cable	Per Placement (CLEC Proviides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F4G**		**$0.46**	
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	**SP1QC**			**$16.12**
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL1D**			**$845.05**
	Project Coordination	Per CLEC Application	**NRL57**			**$2,814.67**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL1F**			**$547.05**
	Project Coordination	Per CLEC Application Augment	**NRL58**			**$1,515.68**
	TIME SENSITIVE ACTIVITIES					
	PRE-VISIT					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$26.51**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$11.70**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$14.96**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$21.29**

TBD-To be Det
NR -Nonrec only
ICB-Ind Case Basis
NA-Not App
- USOC Under Dev

AMERITECH
TELEPHONE COMPANY
OHIO
October 30, 2001

		Collocation Services			Non-Recurring	Recurring
	CONSTRUCTION-VISIT					
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$21.29**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$26.51**

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AMERITECH
TELEPHONE COMPANY
OHIO
October 30, 2001

		Collocation Services			Non-Recurring	Recurring
	Ohio	ADJACENT STRUCTURE				
		COST SUMMARY				
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure						
					RATE	RATE
					MONTHLY	NON-
	COST ELEMENT	UNIT	USOC		RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Floor Space Usage	Per Sq. Ft. of land used by CLEC	**S8F55**		**$0.00**	
CONDUIT PLACEMENT						
	Co to Adjacent Structure	Per Linear Foot per 7 Ducts	**NRL8L**			**$356.82**
	Set Up and Wall Coring	Per Placement	**S8F8E**			**$6,636.56**
DC POWER PROVISIONING						
	Power Engineering:					
	DC Power Engineering	Per Placement	**S8F8V**			**$719.48**
	50 Amp DC Power Extension					
	50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	**S8FWZ**			**$6,615.18**
	50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cabl	NONE			**$0.00**
	200 Amp DC Power Extension					
	200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	**S8FW3**			**$6,615.18**
	200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)				
DC POWER CONSUMPTION						
	20 Amps	Per 20 Amps	**S8FWJ**		**$175.07**	
	40 Amps	Per 40 Amps	**S8FNK**		**$350.13**	
	50 Amps	Per 50 Amps	**S8FWK**		**$437.67**	
	100 Amps	Per 100 Amps	**S8FWL**		**$875.33**	
	200 Amps	Per 200 Amps	**S8F3U**		**$1,750.67**	
AC POWER PROVISIONING						
	100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)				
	AC Power	Per KWH	**S8F56**		**$0.07**	
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Site Survey		**NRL84**			**$2,896.56**
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL6X**			**$674.76**
	Project Coordination	Per CLEC Application	**NRL6Z**			**$4,779.61**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL6Y**			**$547.05**
	Project Coordination	Per CLEC Application Augment	**NRL83**			**$2,257.13**
OPTIONAL COST:						
FIBER CABLE PLACEMENT						
	Fiber Cable Engineering	Per Placement	**S8FW6**			**$736.54**
	Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pull	**S8FW7**		**$5.09**	
	Innerduct Placement	Per Linear Foot	**S8FW8**			**$1.60**
INTERCONNECTION COSTS:						
INTERCONNECTION EXTENSION						
	VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)				
	(50 Pair Copper Cable)					
	VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)				
	(50 Pair Shielded Cable)					
	DS3 Extension - 1 DS3	Per Linear Foot (Clec Provides Cable)				
	(Coax Cable)					

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AMERITECH
TELEPHONE COMPANY
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		Collocation Services			Non-Recurring	Recurring
	Optical Extension	Per Linear Foot (Clec Provides Cable)				
	(4 Fiber Jumper)					
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL8P**			**$1,213.46**
	Installation	Per Cable (CLEC Installs)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**S8F3G**		**$4.65**	**$195.60**
	Rack - Voice Grade	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	**S8FWW**		**$4.65**	**$195.60**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8F2L**		**$357.77**	**$5,907.98**
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F2R**		**$2.11**	**$530.15**
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F23**		**$184.28**	**$3,925.31**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8F27**		**$0.98**	**$187.56**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8F3N**		**$6.05**	**$302.91**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement	**NRL8Q**			**$874.62**
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F57**		**$0.23**	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	**S8F58**		**$0.15**	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F59**		**$0.97**	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F61**		**$0.46**	
	4 Inch Conduit	Per Placement (CLEC Provided)				
	TIME SENSITIVE ACTIVITIES					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$26.51**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$11.70**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$14.96**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$21.29**
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$21.29**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$26.51**

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AMERITECH
TELEPHONE COMPANY
OHIO
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		Collocation Services			Non-Recurring	Recurring
	Ohio	VIRTUAL COLLOCATION				
		QUOTE SHEET				
					RATE	RATE
					MONTHLY	NON-
	COST ELEMENT	UNIT	USOC		RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	**S8F62**		**$36.27**	
	Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8F63**		**$65.28**	
	Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	**S8F66**		**$36.27**	
	Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	**S8F67**		**$65.28**	
EQUIPMENT BAYS						
	Equipment Bay Standard	Per Standard Bay (CLEC Provides)				
	Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)				
COMMON SYSTEMS						
	Common Systems - Standard Bay	Per Standard Equipment Bay	**S8F64**		**$16.20**	
	Common Systems - Non-Standard Bay	Per Non-Standard Bay	**S8F65**		**$29.16**	
POWER PROVISIONING						
	Power Engineering:					
	ILEC-Vendor Engineering	Per Application	**NRLJX**			**$668.20**
	DC Power Engineering	Per Application	**NRLFU**			**$719.48**
	Power Panel:					
	50 Amp	Per Power Panel (CLEC Provides)				
	Power Cable and Infrastructure:					
	Power Cable Rack Occupancy	Per Four Power Cables or Quad	**S8F68**		**$0.80**	
	20 Amp	Per Four Power Cables or Quad (CLEC Provides)				
	40 Amp	Per Four Power Cables or Quad (CLEC Provides)				
	50 Amp	Per Four Power Cables or Quad (CLEC Provides)				
	Equipment Grounding:					
	Ground Cable Placement	Per CLEC Equipment or Cabinet Bay	**S8F69**		**$0.56**	
POWER CONSUMPTION						
	DC Power Usage	Per Amp	**S8F78**		**$9.96**	
FIBER CABLE PLACEMENT						
	Fiber Cable Placement	Per Fiber Cable Sheath	**S8F79**		**$8.88**	**$3,039.76**
	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**		**$15.54**	
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey					
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL1U**			**$501.03**
	Project Coordination	Per CLEC Application	**NRL59**			**$3,223.11**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL56**			**$373.32**
	Project Coordination	Per CLEC Application Augment	**NRL5Z**			**$1,515.68**
TIME SENSITIVE ACTIVITIES						
TRAINING						
	Communication Technician	Per 1/2 Hour	**NRLJY**			**$23.39**
	C O Manager (LFO)	Per 1/2 Hour	**NRLMO**			**$29.92**
	Power Engineer	Per 1/2 Hour	**NRLNQ**			**$42.57**
	Equipment Engineer	Per 1/2 Hour	**NRLP6**			**$42.57**
EQUIPMENT MAINTENANCE COST						
	Communication Technician (NOC)	Per 1/4 Hour	**NRLVH**			**$11.70**

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AMERITECH
TELEPHONE COMPANY
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		Collocation Services			Non-Recurring	Recurring
EQUIPMENT EVALUATION COST						
	Equipment Engineer	Per 1/2 Hour	**NRLP7**			**$42.57**
CONSTRUCTION COORDINATION						
	Communication Technician	Per 1/2 Hour	**NRLVD**			**$23.39**
TEST & ACCEPTANCE						
	Communication Technician	Per 1/2 Hour	**NRLVD**			**$23.39**
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Placement	**NRLWF**			**$1,213.46**
	Cable Installation	Per Arrangement				
	Voice Grade Arrangement	100 Copper Pairs	**S8F82**		**$2.02**	**$195.60**
	Includes Rack & Maintenance-Voice Gr	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs	**S8F83**		**$2.02**	**$195.60**
	Includes Rack & Maintenance-Voice Gr	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1	**S8F8X**		**$357.77**	**$5,907.98**
	Includes Rack & Maintenance - DS1 - D	28 DS1				
	DS1 Arrangement - DSX	28 DS1	**S8F8Y**		**$2.11**	**$530.15**
	Includes Rack & Maintenance - DS1 - D	28 DS1				
	DS3 Arrangement - DCS	1 DS3	**S8F8Z**		**$184.28**	**$3,925.31**
	Includes Rack & Maintenance - DS3 - D	1 DS3				
	DS3 Arrangement - DSX	1 DS3	**S8F81**		**$0.98**	**$187.56**
	Includes Rack & Maintenance - DS3 - D	1 DS3				
	4 Fiber Jumper	per Placement	**S8F84**		**$5.55**	**$151.45**
	Fiber Raceway per 4 Fiber Jumper	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	**NRLWG**			**$958.04**
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F85**		**$0.32**	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	**S8F86**		**$0.21**	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F87**		**$1.35**	
	24 Fiber Cable	Per Placement (CLEC Provides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F88**		**$0.63**	
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	**S8F8W**		**$0.04**	**$17.00**
	Bits Timing	Per two circuits	**S8F7Z**		**$2.02**	**$801.84**

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Ohio
Merger Conditions Pricing

MERGER CONDITIONS PRICING	USOC		Monthly Rate	Nonrecurring Rate	
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Access Area C - Rural			$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban			$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro			$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	

SCHEDULE - UNE COMBINATIONS
(Ohio)

UNE-P

2-Wire Basic Analog loop w/ Basic line Port
2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
2-Wire Basic Analog loop w/ Analog DID trunk Port
2-Wire Basic Analog loop w/ Centrex Basic line Port
2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
2-Wire 160kbps (ISDN BRI) Digital Loop to ISDN Direct Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
4-Wire Digital (Loop) with Digital Trunking Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **SBC WISCONSIN** under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if **SBC WISCONSIN** provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by **SBC WISCONSIN** and CLEC.

1.5 Except as otherwise agreed upon by the Parties in writing, **SBC WISCONSIN** shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.

1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

1.7 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:	Total Access Lines:
A	See: Tariff 20, Part 4, Section 2, Sheet 2
B	See: Tariff 20, Part 4, Section 2, Sheet 2
C	See: Tariff 20, Part 4, Section 2, Sheet 2

For Unbundled Interoffice Transmission Facilities:

Rate Zone:	Total Access Lines:
Zone 1	See: FCC #2, Section 7, Subsection 7.7
Zone 2	See: FCC #2, Section 7, Subsection 7.7
Zone 3	See: FCC #2, Section 7, Subsection 7.7

1.8 For modifications of **SBC WISCONSIN**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

1.9 To the extent a CLEC orders a product/UNE that is not in its current Interconnection Agreement, SBC reserves the right to reject the order. In the event the order is rejected, the CLEC may either issue a BFR or, if the product/UNE is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the product/UNE, the CLEC may request an amendment to its current Interconnection Agreement to provide for the product/UNE under the same terms, conditions and rates as provided in that approved Agreement.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.

2.3 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

2.4 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **SBC WISCONSIN** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **SBC WISCONSIN** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.

3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.

3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SBC WISCONSIN** network, without any changes to **SBC WISCONSIN**’s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **SBC WISCONSIN** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.

3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS Shared Transport (ULS-ST).

4.2 General Principals for Stand Alone ULS

4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **SBC WISCONSIN** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **SBC WISCONSIN** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General ULS-ST information

4.3.1 Beginning on October 9, 2000, **SBC WISCONSIN** no longer provides Unbundled Local Switching with Interim Shared Transport (ULS-IST), but rather provides Unbundled Local Switching with Shared Transport (ULS-ST) in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999).

4.3.2 Unbundled Local Switching with Shared Transport (ULS-ST) offering is available through the UNE Appendix that contains the applicable terms and conditions.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
4	***UNBUNDLED NETWORK ELEMENTS***							
5	**Unbundled Loops**							
6		2-Wire Analog - Rural (Access Area C)		U2HXC	$ 10.90		See NRC prices below	
7		2-Wire Analog - Suburban (Access Area B)		U2HXB	$ 10.90		See NRC prices below	
8		2-Wire Analog - Metro (Access Area A)		U2HXA	$ 10.90		See NRC prices below	
9		2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)		U2WXC	$ 11.84		See NRC prices below	
10		2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)		U2WXB	$ 11.84		See NRC prices below	
11		2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)		U2WXA	$ 11.84		See NRC prices below	
12		2-Wire Ground Start, PBX - Rural (Access Area C)		U2JXC	$ 11.84		See NRC prices below	
13		2-Wire Ground Start, PBX - Suburban (Access Area B)		U2JXB	$ 11.84		See NRC prices below	
14		2-Wire Ground Start, PBX - Metro (Access Area A)		U2JXA	$ 11.84		See NRC prices below	
15		2-Wire COPTS Coin - Rural (Access Area C)		U2CXC	$ 10.90		See NRC prices below	
16		2-Wire COPTS Coin - Suburban (Access Area B)		U2CXB	$ 10.90		See NRC prices below	
17		2-Wire COPTS Coin - Metro (Access Area A)		U2CXA	$ 10.90		See NRC prices below	
18		2-Wire EKL - Rural (Access Area C)		U2KXC	$ 17.03		See NRC prices below	
19		2-Wire EKL - Suburban (Access Area B)		U2KXB	$ 17.03		See NRC prices below	
20		2-Wire EKL - Metro (Access Area A)		U2KXA	$ 17.03		See NRC prices below	
21		Conditioning for dB Loss						
22		4-Wire Analog - Rural Acess Area C)		U4HXC	$ 24.45		See NRC prices below	
23		4-Wire Analog - Suburban (Access Area B)		U4HXB	$ 24.45		See NRC prices below	
24		4-Wire Analog - Metro (Access Area A)		U4HXA	$ 24.45		See NRC prices below	
25		2-Wire Digital - Rural (Access Area C)		U2QXC	$ 13.06		See NRC prices below	
26		2-Wire Digital - Suburban (Access Area B)		U2QXB	$ 13.06		See NRC prices below	
27		2-Wire Digital - Metro (Access Area A)		U2QXA	$ 13.06		See NRC prices below	
28		4-Wire Digital - Rural (Access Area C)		4U1XC	$ 69.09		See NRC prices below	
29		4-Wire Digital - Suburban (Access Area B)		4U1XB	$ 69.09		See NRC prices below	
30		4-Wire Digital - Metro (Access Area A)		4U1XA	$ 69.09		See NRC prices below	
31		DS3 Loop - Rural (Access Area C)		U4D3C	$ 1,039.75		See NRC prices below	
32		DS3 Loop - Suburban (Access Area B)		U4D3B	$ 996.66		See NRC prices below	
33		DS3 Loop - Metro (Access Area A)		U4D3A	$ 861.67		See NRC prices below	
34	**DSL Capable Loops**							
35		2-Wire xDSL Loop						
36			PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	$ 10.90		See NRC prices below	
37			PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	$ 10.90		See NRC prices below	
38			PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	$ 10.90		See NRC prices below	
39								
40			PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	$ 10.90		See NRC prices below	
41			PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	$ 10.90		See NRC prices below	
42			PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	$ 10.90		See NRC prices below	
43								
44			PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	$ 10.90		See NRC prices below	
45			PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	$ 10.90		See NRC prices below	
46			PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	$ 10.90		See NRC prices below	
47								
48			PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	$ 10.90		See NRC prices below	
49			PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	$ 10.90		See NRC prices below	
50			PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	$ 10.90		See NRC prices below	
51								
52			PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	$ 10.90		See NRC prices below	
53			PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	$ 10.90		See NRC prices below	
54			PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	$ 10.90		See NRC prices below	
55								
56			PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	$ 10.90		See NRC prices below	
57			PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	$ 10.90		See NRC prices below	
58			PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	$ 10.90		See NRC prices below	
59		4-Wire xDSL Loop						
60			PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	$ 24.45		See NRC prices below	
61			PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	$ 24.45		See NRC prices below	
62			PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	$ 24.45		See NRC prices below	
63								
64	**IDSL Capable Loop**							
65		IDSL Loop Access Area C - Rural		UY5FC	$ 13.06		See NRC prices below	
66		IDSL Loop Access Area B - Suburban		UY5FB	$ 13.06		See NRC prices below	
67		IDSL Loop Access Area A - Metro		UY5FA	$ 13.06		See NRC prices below	
68								
69		HFPL Loop						
70	*		HFPL Loop - Access Area C- Rural	ULPP3	$ 5.45		N/A	N/A
71	*		HFPL Loop - Access Area B- Suburban	ULPP2	$ 5.45		N/A	N/A
72	*		HFPL Loop - Access Area A- Metro	ULPP1	$ 5.45		N/A	N/A
73		Loop Qualification Process						
74			Loop Qualification Process - Mechanized	NR98U	N/A		$ 0.10	N/A
75			Loop Qualification Process - Manual	NRBXU	N/A		TBD	N/A
76			Loop Qualification Process - Detailed Manual	TBD	N/A		TBD	N/A
77								
78								
79								
80								
81		DSL Conditioning Options - >12KFT and < 17.5KFT						
82			Removal of Repeater Options	NRBXV	N/A		$ 149.01	N/A
83			Removal Bridged Tap Option	NRBXW	N/A		$ 720.01	N/A
84			Removal of Load Coil	NRBXZ	N/A		$ 691.82	N/A

TBD -To be determined
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ICB -Individual Case Basis
NA -Not Applicable

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
85		DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT						
86			Removal of Repeater Options	NRBNL	N/A		$ 145.82	N/A
87			Removal Bridged Tap Option	NRBNK	N/A		$ 344.90	N/A
88			Removal of Load Coil	NRBNJ	N/A		$ 582.38	N/A
89								
90	**Loop Non-Recurring Charges (Excluding DS3)**							
91		Bus Service Order - Establish		SEPUP	N/A		$ 16.50	N/A
92		Bus Service Order - Add/Change		REAH9	N/A		$ 16.50	N/A
93		Bus Line Connection		SEPUC	N/A		$ 40.10	N/A
94		Bux Line Connection Add/Change		REAH5	N/A		$ 40.10	N/A
95		Res Service Order - Establish		SEPUP	N/A		$ 16.50	N/A
96		Res Service Order - Add/Change		REAH9	N/A		$ 16.50	N/A
97		Res Line Connection		SEPUC	N/A		$ 40.10	N/A
98		Res Line Connection Add/Change		REAH5	NA		$ 40.10	NA
99	*	HFPL Service Order Charge		SEPUP	N/A		$ 16.50	N/A
100		HFPL Service Order Charge Add/Change		REAH9	N/A		$ 16.50	N/A
101		HFPL Line Connection		SEPUC	N/A		$ 40.10	N/A
102		HFPL Line Connection Add/change		REAH5	N/A		$ 40.10	N/A
103								
104	**DS3 Loop Non-Recurring Charges**							
105		Administrative		NR9OY	N/A		$ 183.10	N/A
106		Design & Central Office		NR9O1	N/A		$ 575.14	N/A
107		Customer Connection		NR9O3	N/A		$ 204.37	N/A
108								
109	**SUB-LOOPS**							
110		CO to ECS sub-loop						
111			2 Wire Analog - area A	PENDING	$ 11.08		See NRC prices below	
112			2 Wire Analog - area B	PENDING	$ 11.08		See NRC prices below	
113			2 Wire Analog - area C	PENDING	$ 11.08		See NRC prices below	
114			4 Wire Analog - area A	PENDING	$ 27.35		See NRC prices below	
115			4 Wire Analog - area B	PENDING	$ 27.35		See NRC prices below	
116			4 Wire Analog - area C	PENDING	$ 27.35		See NRC prices below	
117			2 Wire DSL - area A	PENDING	TBD		See NRC prices below	
118			2 Wire DSL - area B	PENDING	TBD		See NRC prices below	
119			2 Wire DSL - area C	PENDING	TBD		See NRC prices below	
120			4 Wire DSL - area A	PENDING	TBD		See NRC prices below	
121			4 Wire DSL - area B	PENDING	TBD		See NRC prices below	
122			4 Wire DSL - area C	PENDING	TBD		See NRC prices below	
123			2 Wire ISDN Compatible - area A	PENDING	$ 26.65		See NRC prices below	
124			2 Wire ISDN Compatible - area B	PENDING	$ 26.65		See NRC prices below	
125			2 Wire ISDN Compatible - area C	PENDING	$ 26.65		See NRC prices below	
126		CO to RT sub-loop						
127			4 Wire DS1 Compatible - area A	PENDING	$ 147.47		See NRC prices below	
128			4 Wire DS1 Compatible - area B	PENDING	$ 147.47		See NRC prices below	
129			4 Wire DS1 Compatible - area C	PENDING	$ 147.47		See NRC prices below	
130			DS3 compatible subloop - area A	PENDING	$ 972.02		See NRC prices below	
131			DS3 compatible subloop - area B	PENDING	$ 972.02		See NRC prices below	
132			DS3 compatible subloop - area C	PENDING	$ 972.02		See NRC prices below	
133		CO to SAI Sub-Loop						
134			2 Wire Analog - area A	PENDING	$ 10.27		See NRC prices below	
135			2 Wire Analog - area B	PENDING	$ 10.27		See NRC prices below	
136			2 Wire Analog - area C	PENDING	$ 10.27		See NRC prices below	
137			4 Wire Analog - area A	PENDING	$ 25.74		See NRC prices below	
138			4 Wire Analog - area B	PENDING	$ 25.74		See NRC prices below	
139			4 Wire Analog - area C	PENDING	$ 25.74		See NRC prices below	
140			2 Wire DSL - area A	PENDING	$ 6.36		See NRC prices below	
141			2 Wire DSL - area B	PENDING	$ 6.36		See NRC prices below	
142			2 Wire DSL - area C	PENDING	$ 6.36		See NRC prices below	
143			4 Wire DSL - area A	PENDING	$ 12.69		See NRC prices below	
144			4 Wire DSL - area B	PENDING	$ 12.69		See NRC prices below	
145			4 Wire DSL - area C	PENDING	$ 12.69		See NRC prices below	
146			2 Wire ISDN Compatible - area A	PENDING	N/A		See NRC prices below	
147			2 Wire ISDN Compatible - area B	PENDING	N/A		See NRC prices below	
148			2 Wire ISDN Compatible - area C	PENDING	N/A		See NRC prices below	
149		CO to Terminal sub-loop						
150			2 Wire Analog - area A	PENDING	$ 16.08		See NRC prices below	
151			2 Wire Analog - area B	PENDING	$ 16.08		See NRC prices below	
152			2 Wire Analog - area C	PENDING	$ 16.08		See NRC prices below	
153			4 Wire Analog - area A	PENDING	$ 37.34		See NRC prices below	
154			4 Wire Analog - area B	PENDING	$ 37.34		See NRC prices below	
155			4 Wire Analog - area C	PENDING	$ 37.34		See NRC prices below	
156			2 Wire DSL - area A	PENDING	$ 12.15		See NRC prices below	
157			2 Wire DSL - area B	PENDING	$ 12.15		See NRC prices below	
158			2 Wire DSL - area C	PENDING	$ 12.15		See NRC prices below	
159			4 Wire DSL - area A	PENDING	$ 24.31		See NRC prices below	
160			4 Wire DSL - area B	PENDING	$ 24.31		See NRC prices below	
161			4 Wire DSL - area C	PENDING	$ 24.31		See NRC prices below	
162			2 Wire ISDN Compatible - area A	PENDING	N/A		See NRC prices below	
163			2 Wire ISDN Compatible - area B	PENDING	N/A		See NRC prices below	
164			2 Wire ISDN Compatible - area C	PENDING	N/A		See NRC prices below	
165		ECS to SAI sub-loop						
166			2 Wire Analog - area A	PENDING	$ 1.48		See NRC prices below	

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Line					SBC Generic Rates		
2	WISCONSIN				SBC RECURRING		SBC NON-REC.
3				USOC	Monthly		
167			2 Wire Analog - area B	PENDING	$ 1.48		See NRC prices below
168			2 Wire Analog - area C	PENDING	$ 1.48		See NRC prices below
169			4 Wire Analog - area A	PENDING	$ 2.96		See NRC prices below
170			4 Wire Analog - area B	PENDING	$ 2.96		See NRC prices below
171			4 Wire Analog - area C	PENDING	$ 2.96		See NRC prices below
172			2 Wire DSL - area A	PENDING	$ 1.48		See NRC prices below
173			2 Wire DSL - area B	PENDING	$ 1.48		See NRC prices below
174			2 Wire DSL - area C	PENDING	$ 1.48		See NRC prices below
175			4 Wire DSL - area A	PENDING	$ 2.96		See NRC prices below
176			4 Wire DSL - area B	PENDING	$ 2.96		See NRC prices below
177			4 Wire DSL - area C	PENDING	$ 2.96		See NRC prices below
178		ECS to Terminal sub-loop					
179			2 Wire Analog - area A	PENDING	$ 7.28		See NRC prices below
180			2 Wire Analog - area B	PENDING	$ 7.28		See NRC prices below
181			2 Wire Analog - area C	PENDING	$ 7.28		See NRC prices below
182			4 Wire Analog - area A	PENDING	$ 14.56		See NRC prices below
183			4 Wire Analog - area B	PENDING	$ 14.56		See NRC prices below
184			4 Wire Analog - area C	PENDING	$ 14.56		See NRC prices below
185			2 Wire DSL - area A	PENDING	$ 7.28		See NRC prices below
186			2 Wire DSL - area B	PENDING	$ 7.28		See NRC prices below
187			2 Wire DSL - area C	PENDING	$ 7.28		See NRC prices below
188			4 Wire DSL - area A	PENDING	$ 14.56		See NRC prices below
189			4 Wire DSL - area B	PENDING	$ 14.56		See NRC prices below
190			4 Wire DSL - area C	PENDING	$ 14.56		See NRC prices below
191		ECS to NID sub-loop					
192			2 Wire Analog - area A	PENDING	$ 8.64		See NRC prices below
193			2 Wire Analog - area B	PENDING	$ 8.64		See NRC prices below
194			2 Wire Analog - area C	PENDING	$ 8.64		See NRC prices below
195			4 Wire Analog - area A	PENDING	$ 17.26		See NRC prices below
196			4 Wire Analog - area B	PENDING	$ 17.26		See NRC prices below
197			4 Wire Analog - area C	PENDING	$ 17.26		See NRC prices below
198			2 Wire DSL - area A	PENDING	$ 8.64		See NRC prices below
199			2 Wire DSL - area B	PENDING	$ 8.64		See NRC prices below
200			2 Wire DSL - area C	PENDING	$ 8.64		See NRC prices below
201			4 Wire DSL - area A	PENDING	$ 17.26		See NRC prices below
202			4 Wire DSL - area B	PENDING	$ 17.26		See NRC prices below
203			4 Wire DSL - area C	PENDING	$ 17.26		See NRC prices below
204		SAI to Terminal sub-loop					
205			2 Wire Analog - area A	PENDING	$ 6.82		See NRC prices below
206			2 Wire Analog - area B	PENDING	$ 6.82		See NRC prices below
207			2 Wire Analog - area C	PENDING	$ 6.82		See NRC prices below
208			4 Wire Analog - area A	PENDING	$ 13.63		See NRC prices below
209			4 Wire Analog - area B	PENDING	$ 13.63		See NRC prices below
210			4 Wire Analog - area C	PENDING	$ 13.63		See NRC prices below
211			2 Wire DSL - area A	PENDING	$ 6.82		See NRC prices below
212			2 Wire DSL - area B	PENDING	$ 6.82		See NRC prices below
213			2 Wire DSL - area C	PENDING	$ 6.82		See NRC prices below
214			4 Wire DSL - area A	PENDING	$ 13.63		See NRC prices below
215			4 Wire DSL - area B	PENDING	$ 13.63		See NRC prices below
216			4 Wire DSL - area C	PENDING	$ 13.63		See NRC prices below
217		SAI to NID sub-loop					
218			2 Wire Analog - area A	PENDING	$ 8.17		See NRC prices below
219			2 Wire Analog - area B	PENDING	$ 8.17		See NRC prices below
220			2 Wire Analog - area C	PENDING	$ 8.17		See NRC prices below
221			4 Wire Analog - area A	PENDING	$ 16.32		See NRC prices below
222			4 Wire Analog - area B	PENDING	$ 16.32		See NRC prices below
223			4 Wire Analog - area C	PENDING	$ 16.32		See NRC prices below
224			2 Wire DSL - area A	PENDING	$ 8.17		See NRC prices below
225			2 Wire DSL - area B	PENDING	$ 8.17		See NRC prices below
226			2 Wire DSL - area C	PENDING	$ 8.17		See NRC prices below
227			4 Wire DSL - area A	PENDING	$ 16.32		See NRC prices below
228			4 Wire DSL - area B	PENDING	$ 16.32		See NRC prices below
229			4 Wire DSL - area C	PENDING	$ 16.32		See NRC prices below
230		Terminal to NID sub-loop					
231			2 Wire Analog - area A	PENDING	$ 1.87		See NRC prices below
232			2 Wire Analog - area B	PENDING	$ 1.87		See NRC prices below
233			2 Wire Analog - area C	PENDING	$ 1.87		See NRC prices below
234			4 Wire Analog - area A	PENDING	$ 3.75		See NRC prices below
235			4 Wire Analog - area B	PENDING	$ 3.75		See NRC prices below
236			4 Wire Analog - area C	PENDING	$ 3.75		See NRC prices below
237			2 Wire DSL - area A	PENDING	$ 1.87		See NRC prices below
238			2 Wire DSL - area B	PENDING	$ 1.87		See NRC prices below
239			2 Wire DSL - area C	PENDING	$ 1.87		See NRC prices below
240			4 Wire DSL - area A	PENDING	$ 3.75		See NRC prices below
241			4 Wire DSL - area B	PENDING	$ 3.75		See NRC prices below
242			4 Wire DSL - area C	PENDING	$ 3.75		See NRC prices below
243		NID sub-loop element					
244			2 Wire Analog - area A	PENDING	TBD		See NRC prices below
245			2 Wire Analog - area B	PENDING	TBD		See NRC prices below
246			2 Wire Analog - area C	PENDING	TBD		See NRC prices below
247			4 Wire Analog - area A	PENDING	TBD		See NRC prices below
248			4 Wire Analog - area B	PENDING	TBD		See NRC prices below

TBD -To be determined
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NA -Not Applicable

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
249			4 Wire Analog - area C	PENDING	TBD		See NRC prices below	
250			2 Wire DSL - area A	PENDING	TBD		See NRC prices below	
251			2 Wire DSL - area B	PENDING	TBD		See NRC prices below	
252			2 Wire DSL - area C	PENDING	TBD		See NRC prices below	
253			4 Wire DSL - area A	PENDING	TBD		See NRC prices below	
254			4 Wire DSL - area B	PENDING	TBD		See NRC prices below	
255			4 Wire DSL - area C	PENDING	TBD		See NRC prices below	
256			2 Wire ISDN Compatible - area A	PENDING	TBD		See NRC prices below	
257			2 Wire ISDN Compatible - area B	PENDING	TBD		See NRC prices below	
258			2 Wire ISDN Compatible - area C	PENDING	TBD		See NRC prices below	
259			4 Wire DS1 Compatible - area A	PENDING	TBD		See NRC prices below	
260			4 Wire DS1 Compatible - area B	PENDING	TBD		See NRC prices below	
261			4 Wire DS1 Compatible - area C	PENDING	TBD		See NRC prices below	
262			DS3 compatible subloop - area A	PENDING	TBD		See NRC prices below	
263			DS3 compatible subloop - area B	PENDING	TBD		See NRC prices below	
264			DS3 compatible subloop - area C	PENDING	TBD		See NRC prices below	
265		**Sub-Loop Non-Recurring Charges**						
266			2-Wire Analog Sub-Loop	PENDING			$ 220.88	
267			4-Wire Analog Sub-Loop	PENDING			$ 221.90	
268			2-Wire xDSL Digital Sub-Loop	PENDING			$ 254.74	
269			4-Wire xDSL Digital Sub-Loop	PENDING			$ 259.05	
270			2-Wire ISDN Digital Sub-Loop	PENDING			$ 281.32	
271			4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	PENDING			$ 488.74	
272			DS3 Sub-Loop	PENDING			$ 643.91	
273		Service Order Charge						
274			Establish, per occasion	PENDING			$ 16.50	
275			Add or change, per occasion	PENDING			$ 16.50	
276		Line Connection Charge						
277			per occasion	PENDING			$ 40.10	
278								
279								
280	**DSL Cross Connects**							
281	*	HFPL Cross Connect - CLEC Owned Non Integrated		UKCGE	$ 0.71		$ 58.59	N/A
282	*	HFPL Cross Connect - CLEC Owned Integrated		UKCGD	$ 0.71		$ 58.59	N/A
283	*	HFPL Cross Connect - SBC Owned		UKCGX	$ 0.71		$ 71.48	N/A
284		The price assumes all Central Office cross-connects required to provision the HFPL product						
285								
286	**HFPL OSS Charge**							
287	*	HFPL OSS Charge - per line		UM3	$ 0.91		N/A	N/A
288	**LST**							
289		Line & Station Transfer(LST) performed on CODSLAM Loop		URCLD	N/A		$ 160.08	
290		Line & Station Transfer(LST) performed on CODSLAM Loop		URCLB	N/A		$ 141.25	
291	**Loop Cross Connects**							
292		DS3 C.O. Cross-Connect to Collocation		CXCBX	$ 29.01		N/A	N/A
293								
294	**Unbundled Local Switching**				**USAGE**			
295		ULS Usage, per Originating or Terminating MOU (statewide)		N/A	$ 0.003451		NA	NA
296					**PER MESSAGE**			
297		Daily Usage Feed (DUF), per message		N/A	$ 0.000940		NA	NA
298								
299		Customized Routing per Line Class Code, per switch		UROPW	NA		$ 218.98	
300		Billing Establishment, per CLEC, per switch		NR9UJ	NA		NA	N/A
301		Service Coordination Fee, per CLEC bill, per switch		UFEPW	$ 1.16		N/A	N/A
302		Subsequent Training, per Company Person, per Hour		NR9UT	N/A		$ 73.07	NA
303								
304	**Unbundled Local Switching with Shared Transport**				**USAGE**			
305		ULS-Usage for ULS-ST, per Originating & Terminating MOU		USAGE	$ 0.001319		N/A	
306		ULS-ST Blended Transport MOU		USAGE	$ 0.001662		N/A	
307		ULS-ST Reciprocal Compensation MOU		USAGE	$ 0.001319		N/A	
308		ULS-ST Common Transport MOU		USAGE	$ 0.001072		N/A	
309		ULS-ST Tandem Switching MOU		USAGE	$ 0.000291		N/A	
310					**PER MESSAGE**			
311		SS7 Signaling Transport associated with ULS-ST		USAGE	$ 0.000055		N/A	
312								
313		Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch		UROAN	NA		$ 120.51	
314								
315	**LNP**							
316	Local Number Portability			NSR	$ 0.28		N/A	
317								
318	**Port Charge Per Month**							
319		Analog Line Port		UPC	$ 6.25		$ 54.27	N/A
320		Analog Residence Only Line Port (Wisconsin Only)		UJR	$ 3.71		$ 54.27	N/A
321		Analog Business Only Line Port		OPEN	$ 6.25		$ 54.27	N/A
322		Analog Line Port - PBX 2W		UVL	$ 6.25		$ 54.27	N/A
323		Analog Line Port - PBX 1W In		U1L	$ 6.25		$ 54.27	N/A
324		Analog Line Port - PBX 1W Out		UOL	$ 6.25		$ 54.27	N/A
325		Ground Start Port		UPZ	$ 6.88		$ 54.27	N/A
326		Ground Start Port		U1Z	$ 6.88		$ 54.27	N/A
327		Ground Start Port - PBX 2W		UOZ	$ 6.88		$ 54.27	N/A
328		Analog DID Trunk Port		UPR	$ 13.84		$ 54.27	N/A
329		Analog DID Trunk Port - Add/rearrange channels		REAJG	NA		$ 26.45	NA
330		ISDN BRI Port - National		U2P	$ 34.17		$ 54.27	N/A

TBD -To be determined
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NA -Not Applicable

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
331		ISDN-Direct Port - National (BRI) - per telephone number		UZN	$ 0.01			
332		ISDN BRI Port - Custom		U25	$ 34.17		$ 54.27	N/A
333		ISDN-Direct Port - Custom (BRI) - per telephone number		UZN	$ 0.01			
334		ISDN PRI Port - National		UZQZD	$ 172.28		$ 675.82	N/A
335		ISDN-Prime Trunk Port - National (PRI) - per telephone number		UZN	$ 0.01			
336		ISDN-Prime Trunk Port - National (PRI) - add/rearrange channels		REAKB	NA		$ 26.45	
337		ISDN PRI Port - Custom		UZPZD	$ 172.28		$ 675.82	N/A
338		ISDN-Prime Trunk Port - Custom (PRI) - per telephone number		UZN	$ 0.01			
339		ISDN-Prime Trunk Port - Custom (PRI) - add/rearrange channels		REAKB	NA		$ 26.45	
340		Digital Trunking Trunk Port		U9Z	$ 112.14		$ 675.82	N/A
341		DS1 Trunk Port		UROPT	$ 110.06		$ 675.82	N/A
342		ULS Trunk Port (Standalone) (DS1) - per DSO termination		UZN	$ 4.59			
343		ULS Trunk Port (Standalone) (DS1) - add/rearrange per DSO termination		REAKB	NA		$ 26.45	
344		Centrex Basic Line Port		U3XAA-CA	$ 10.83		$ 54.27	N/A
345		Centrex Basic Line Port		U3XAB-CB	$ 10.83		$ 54.27	N/A
346		Centrex Basic Line Port		U3XAD-CD	$ 10.83		$ 54.27	N/A
347		Centrex Basic Line Port		U3XAE-CE	$ 10.83		$ 54.27	N/A
348		Centrex ISDN BRI Port - National		PENDING	$ 55.38		$ 54.27	N/A
349		Centrex ISDN BRI Port - Custom		PENDING	$ 55.38		$ 54.27	N/A
350		Centrex EKL Line Port		U3XAC-CC	$ 33.21		$ 54.27	N/A
351		Centrex Attendant Console Line Port		U6A	$ 107.02		$ 108.54	N/A
352								
353	**Port Non-Recurring Charges**							
354		Service Order - Line Port, per occasion		NR9UU	NA		$ 17.66	N/A
355		Service Order - Add Change		NR9UV	NA		$ 17.66	N/A
356		Service Order - Trunk Port, per occasion		NR9UG	NA		$ 348.43	N/A
357		Service Order - Record Order, per occasion, Basic Port		NR9F6	NA		$ 15.34	N/A
358		Service Order - Record Order, per occasion Complex Port		NR9F7	NA		$ 15.34	N/A
359		Service Order - Record order, per occasion, ULS Trunk Port		NR9F8	NA		$ 15.34	N/A
360		Conversion from one port type to another, per each port changed		REAKD	NA		$ 50.60	N/A
361								
362	**Cross Connects**							
363		2-Wire		CXCT2	$ 0.19		NA	NA
364		2-Wire Line Port		CXC9X	$ 0.19		NA	NA
365		4-Wire		CXCT4	$ 0.38		NA	NA
366		6-Wire		OPEN	$ 0.57		NA	NA
367		8-Wire		OPEN	$ 0.76		NA	NA
368		DS1/LT1		CXCDX	$ 0.52		NA	NA
369		DS3/LT3		CXC8X	$ 0.96		NA	NA
370		OC3		OPEN	$ 103.01		NA	NA
371		OC12		OPEN	$ 542.96		NA	NA
372		OC48		OPEN	$ 1,218.40		NA	NA
373								
374	**Tandem Switching**							
375		per minute of use (without Tandem Trunks)		USAGE	$ 0.000674		NA	NA
376								
377								
378	**Dedicated Transport**							
379		Entrance Facility:						
380		DS1	Zone 1	UEYB1	$ 69.09		NA	NA
381			Zone 2	UEYB2	$ 69.09		NA	NA
382			Zone 3	UEYB3	$ 69.09		NA	NA
383		DS3	Zone 1	UEYC1	$ 1,005.93		NA	NA
384			Zone 2	UEYC2	$ 1,005.93		NA	NA
385			Zone 3	UEYC3	$ 1,005.93		NA	NA
386		OC3	All Zones	UEYFX	$ 456.36		NA	NA
387		OC12	All Zones	UEYGX	$ 720.09		NA	NA
388		OC48	All Zones	UEYHX	$ 3,111.65		NA	NA
389								
390		Interoffice Transport:						
391		DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 15.69		NA	NA
392			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 2.41		NA	NA
393		DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 173.23		NA	NA
394			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 36.20		NA	NA
395			Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	$ 173.23		NA	NA
396			Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	$ 36.20		NA	NA
397		OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 371.20		NA	NA
398			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 261.37		NA	NA
399		OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 635.43		NA	NA
400			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 467.09		NA	NA
401		OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	CM6	$ 1,522.30		NA	NA
402			Interoffice Mileage - Per Mile - All Zones	1L5XX	$ 403.40		NA	NA
403								
404	**Multiplexing**							
405		DS1 to Voice Grade		QMVX1-X3	$ 298.31		NA	NA
406		DS3 to DS1		QM3X1-X3	$ 383.00		NA	NA
407		OC3	Add/Drop Multiplexing - Per Arrangement	MPECX	$ 606.97		NA	NA
408			Add/Drop Function					
409			- Per DS3 Add or Drop	MXJBX	$ 140.96		NA	NA
410			- Per DS1 Add or Drop	MXJAX	$ 43.54		NA	NA
411		OC12	Add/Drop Multiplexing - Per Arrangement	MPEDX	$ 667.13		NA	NA
412			Add/Drop Function					

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Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
413			- Per OC3 Add or Drop	MXJCX	$ 196.36		NA	NA
414			- Per DS3 Add or Drop	MXJBX	$ 42.58		NA	NA
415		OC48	Add/Drop Multiplexing - Per Arrangement	MXRFX	$ 770.56		NA	NA
416			Add/Drop Function					
417			- Per OC12 Add or Drop	MXJEX	$ 391.22		NA	NA
418			- Per OC3 Add or Drop	MXJCX	$ 180.31		NA	NA
419			- Per DS3 Add or Drop	MXJBX	$ 63.77		NA	NA
420								
421	**Dedicated Transport Cross Connects**							
422		DS1		CXCDX	$ 0.52		NA	NA
423		DS3		CXCEX	$ 0.96		NA	NA
424		OC3		OCCCX	$ 103.01		NA	NA
425		OC12		OCCDX	$ 542.96		NA	NA
426		OC48		OCCFX	$ 1,218.40		NA	NA
427								
428	**Dark Fiber**							
429		Dark Fiber Interoffice						
430			Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	$170.33		NA	NA
431			Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	$0.00398		NA	NA
432			Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	$3.01		NA	NA
433		Dark Fiber Loop						
434			Dark Fiber Loop Termination (Per Termination per Fiber)	UL1WX	$29.21		NA	NA
435			Dark Fiber Loop Mileage (Per Fiber per Foot)	ULOWG	$0.00374		NA	NA
436			Dark Fiber Loop Cross Connect (Per Termination per Fiber)	UKCHX	$2.41		NA	NA
437		Inquiry (Per Request)						
438			Dark Fiber Loop - NRC	NR9D7	NA		$70.53	NA
439			Dark Fiber Sub-Loop - NRC	NR9DX	NA		$70.53	NA
440			Dark Fiber Interoffice Transport - NRC	NR9D6	NA		$289.69	NA
441		FIRM ORDER (Per Fiber Strand)						
442			Administrative per Order					
443			Connect	NRB51	NA		$11.19	NA
444			Disconnect	N49H2	NA		$9.28	NA
445			Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)		NA			
446			Connect	NRB52	NA		$301.55	NA
447			Disconnect	NR9H3	NA		$81.84	NA
448			Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)		NA			
449			Connect	NRB53	NA		$301.57	NA
450			Disconnect	NR9H4	NA		$74.61	NA
451			Dark Fiber Interofcfice Transport - NRC		NA			
452			Connect	NRB54	NA		$379.60	NA
453			Disconnect	NR9H5	NA		$144.27	NA
454								
455	**Digital Cross-Connect System**							
456		DCS Port Charge		OPEN				
457		DS1		OPEN	ICB		ICB	NA
458		DS3		OPEN	ICB		ICB	NA
459		DCS Establishment Charge		OPEN	ICB		ICB	NA
460		Database Modification Charge		OPEN	ICB		ICB	NA
461		Reconfiguration Charge		OPEN	ICB		ICB	NA
462								
463	**Dedicated Transport Network Reconfiguration Service (NRS)**							
464		On rates, terms and conditions specified in FCC Tariff No. 2		OPEN				
465								
466	**Dedicated Transport Optional Features & Functions**							
467		DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3			$ 371.79	NA
468		OC3	1+1 Protection - Per OC3 Entrance Facility	P8T	$ 55.75		NA	NA
469			1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	P3S	$ 55.75		$ 2,640.45	NA
470			1+1 Protection with Route Survivability (1 & 2 below apply)					
471			- (1) Per OC3 Entrance Facility	P8T	$ 55.75		NA	NA
472			- (2) Per Quarter Route Mile	S2DXY	$ 75.75		NA	NA
473		OC12	1+1 Protection - Per OC12 Entrance Facility	P8T	$ 275.82		NA	NA
474			1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	P3S	$ 275.82		$ 2,640.45	NA
475			1+1 Protection with Route Survivability (1 & 2 below apply)					
476			- (1) Per OC12 Entrance Facility	P8T	$ 275.82		NA	NA
477			- (2) Per Quarter Route Mile	S2DXY	$ 67.73		NA	NA
478		OC48	1+1 Protection - Per OC48 Entrance Facility	P8T	$ 1,056.21		NA	NA
479			1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	P3S	$ 1,056.21		$ 2,640.45	NA
480			1+1 Protection with Route Survivability (1 & 2 below apply)					
481			- (1) Per OC48 Entrance Facility	P8T	$ 1,056.21		NA	NA
482			- (2) Per Quarter Route Mile	S2DXY	$ 88.17		NA	NA
483								
484	**Dedicated Transport Installation & Rearrangement Charges**							
485		DS1	Administration Charge - Per Order	ORCMX	NA		$ 346.87	NA
486			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 543.46	NA
487			Carrier Connection Charge - Per Order	NRBBL	NA		$ 516.53	NA
488		DS3	Administration Charge - Per Order	ORCMX	NA		$ 266.67	NA
489			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 578.43	NA
490			Design & Central Office Connection Charge - Per Circuit	NRBC4	NA		$ 578.43	NA
491			Carrier Connection Charge - Per Order	NRBBL	NA		$ 345.33	NA
492			Carrier Connection Charge - Per Order	NRBDT	NA		$ 345.33	NA
493		OC3	Administration Charge - Per Order	ORCMX	NA		$ 106.14	NA
494			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 436.76	NA

TBD -To be determined
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Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
495			Carrier Connection Charge - Per Order	NRBBL	NA		$ 828.62	NA
496		OC12	Administration Charge - Per Order	ORCMX	NA		$ 106.14	NA
497			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 436.76	NA
498			Carrier Connection Charge - Per Order	NRBBL	NA		$ 828.62	NA
499		OC48	Administration Charge - Per Order	ORCMX	NA		$ 106.14	NA
500			Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		$ 436.76	NA
501			Carrier Connection Charge - Per Order	NRBBL	NA		$ 828.62	NA
502								
503	**Line Information Database - LIDB**				**USAGE**			
504		Validation Query (Regional STP Access Includes SMS & Sleuth)		USAGE	$ 0.016050	(per query)	NA	NA
505		Query Transport (Regional STP Access Validation)		USAGE	$ 0.000014	(per query)	NA	NA
506		Validation Query (Local STP Access Includes SMS & Sleuth)		USAGE	$ 0.016050	(per query)	NA	NA
507		Query Transport (Local STP Access Validation)		USAGE	$ 0.000168	(per query)	NA	NA
508		CNAM Database Query (Regional STP Access Includes SMS)		USAGE	$ 0.0093985	(per query)	NA	NA
509		CNAM Database Query (Local STP Access Includes SMS)		USAGE	$ 0.0093985	(per query)	NA	NA
510		Service Order Cost		ORZMX	NA		$ 25.00	NA
511		Service Establishment Charge		CF353	NA		NA	NA
512		LIDB Data Storage & Administration						
513			Manual Update	OPEN	NA		$ 2.00	(Per Update)
514								
515	**800 Database**				**USAGE**			
516		Toll Free Database Query (Regional STP Access)		USAGE	$ 0.001298	(per query)		
517		Call Handling and Destination (Regional STP Access)		USAGE	$ 0.000169	(per query)		
518		Toll Free Database Query (Local STP Access)		USAGE	$ 0.001452	(per query)		
519		Call Handling and Destination (Local STP Access)		USAGE	$ 0.000322	(per query)		
520								
521	**SS7**							
522		SS7 Links - Cross Connects						
523		STP to Collocators Cage - DS0		USAGE	See Dedicated Transport			
524		STP to Collocators Cage- DS1		USAGE	See Dedicated Transport			
525		STP to SBC Wisconsin MDF - DS0		USAGE	See Dedicated Transport			
526		STP to SBC Wisconsin DSX Frame-DS1		USAGE	See Dedicated Transport			
527								
528		SS7 Links						
529		STP Access Connection - 1.544 Mbps		USAGE	See Dedicated Transport			
530		STP Access Link - 56 Kbps		USAGE	See Dedicated Transport			
531								
532		STP Port		USAGE	$ 347.17		$ 628.12	N/A
533								
534		SS7 Signalling			**USAGE**			
535		Signal Switching/IAM msg		USAGE	$ 0.000184			
536		Signal Transport/IAM msg		USAGE	$ 0.000133			
537		Signal Formulation/IAM msg		USAGE	$ 0.000342			
538		Signal Tandem Switching/IAM msg		USAGE	$ 0.000458			
539		Signal Switching/TCAP msg		USAGE	$ 0.000152			
540		Signal Transport/TCAP msg		USAGE	$ 0.000090			
541		Signal Formulation/TCAP msg		USAGE	$ 0.000333			
542		Point Code Addition		USAGE	N/A		$ 22.94	N/A
543		Global Title Translation Addition		USAGE	N/A		$ 12.33	N/A
544		Record						
545		Disconnect						
546								
547	**Unbundled Switch Port - Vertical Features**							
548	**Analog Line Port Features (per feature per port):**							
549	Call Waiting				$ -			
550	Call Forwarding Variable				$ -			
551	Call Forwarding Busy Line				$ -			
552	Call Forwarding Don't Answer				$ -			
553	Three-Way Calling				$ -			
554	Speed Calling - 8				$ -			
555	Speed Calling - 30				$ -			
556	Auto Callback/Auto Redial				$ -			
557	Distinctive Ring/Priority Call				$ -			
558	Selective Call Rejection/Call Blocker				$ -			
559	Auto Recall/Call Return				$ -			
560	Selective Call Forwarding				$ -			
561	Calling Number Delivery				$ -			
562	Calling Name Delivery				$ -			
563	Calling Number/Name Blocking				$ -			
564	Anonymous Call Rejection (to date only available in Texas)				$ -			
565								
566	**Analog Line Port Features:**				$ -			
567	Personalized Ring (per arrangement per port)				$ -			
568	Hunting Arrangement (per arrangement)							
569								
570	**ISDN BRI Port Features (per B Channel, unless noted)**				$ -			
571	CSV/CSD per ISDN BRI port (required/provided)							
572								
573	Basic Electonic Key Terminal Service (EKTS)							
574	Basic EKTS provides:							
575	Bridged Call Exclusion							
576	Bridging							

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Line			SBC Generic Rates			
2	WISCONSIN		SBC RECURRING		SBC NON-REC.	
3		USOC	Monthly			
577	Call Forwarding Don't Answer					
578	Call Forwarding Interface Busy					
579	Call Forwarding Variable					
580	Message Waiting Indicator					
581	Speed Call (Long)					
582	Speed Call (Short)					
583	Three-way Conference Calling					
584						
585	Call Appearance Call Handling (CACH) EKTS					
586	CACH EKTS includes:					
587	Additional Call Offering (inherent)					
588	Bridged Call Exclusion					
589	Bridging					
590	Call Forwarding Don't Answer					
591	Call Forwarding Interface Busy					
592	Call Forwarding Variable					
593	Intercom					
594	Key System Coverage for Analog Lines					
595	Message Waiting Indicator					
596	Speed Call (Long)					
597	Speed Call (Short)					
598	Three-way Conference Calling					
599						
600	Basic individual features:					
601	Additional Call Offering					
602	Call Forwarding Don't Answer					
603	Call Forwarding Interface Busy					
604	Call Forwarding Variable					
605	Calling Number Delivery					
606	Hunt Group for CSD					
607	Hunt Group for CSV					
608	Message Waiting Indicator					
609	Secondary Only Telephone Number					
610	Three Way Conference Calling					
611						
612	**ISDN PRI Port Features**					
613						
614	Backup D Channel					
615	Calling Number Delivery					
616	Dynamic Channel Allocation					
617	DID #s - see Analog DID Trunk Port Features					
618						
619						
620	**Analog Trunk Port Features (per feature per port)**					
621	DID #s - per telephone number	UDM	$ 0.01			
622	DID #s - per telephone number - ISDN	UZN	$ 0.01			
623						
624	**DS1 Digital Trunk Port Features (per feature per port)**					
625	DID #s - see Analog DID Trunk Port Features					
626						
627	Unbundled Centrex System Options					
628	System Initial Establishment per Serving Office - Analog Only	SEPUS	NA		$ 469.62	NA
629	System Initial Establishment per Serving Office - Analog/ISDN BRI mix	SEPUS	NA		$ 469.62	NA
630	System Initial Establishment per Serving Office - ISDN BRI Only	SEPUS	NA		$ 469.62	NA
631	System Subsequent Change per Serving Office - Analog only system	REAJY	NA		$ 62.40	NA
632	System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	REAJY	NA		$ 62.40	NA
633	System Subsequent Change per Serving Office - ISDN BRI only system	REAJY	NA		$ 62.40	NA
634	System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system		NA		NA	NA
635	System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system		NA		NA	NA
636						
637	Analog Line Port (ALP) Features for Unbundled Centrex	NR9UE				
638	Standard feature initialization per Analog Line Port	USFCB	$ -		$ 228.75	
639						
640	Individual Features (per feature per port):		$ 374.80		NA	
641	Automatic Callback Calling/Business Group Callback					
642	Call Forwarding Variable/Business Group Call Forwarding Variable					
643	Call Forwarding Busy Line					
644	Call Forwarding Don't Answer					
645	Call Hold					
646	Call Pickup					
647	Call Transfer - All Calls					
648	Call Waiting - Intragroup/Business Group Call Waiting					
649	Call Waiting - Originating					
650	Call Waiting - Terminating					
651	Class of Service Restriction - Fully Restricted					
652	Class of Service Restriction - Semi Restricted					
653	Class of Service Restriction - Toll Restricted					
654	Consultation Hold					
655	Dial Call Waiting					
656	Directed Call Pickup - Non Barge In					
657	Directed Call Pickup - With Barge In					
658	Distinctive Ringing and Call Waiting Tone					

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Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
659	Hunting Arrangement - Basic							
660	Hunting Arrangement - Circular							
661	Speed Calling Personal (short list)							
662	Three Way Calling							
663								
664	**ISDN BRI Port Features for Unbundled Centrex**							
665	Circuit Switched Voice (CSV)/(CSD) per BRI							
666								
667	Standard feature initialization per Centrex System				$ 374.80		NA	
668								
669	Individual features (per feature per B Channel)							
670	Additional Call Offering for CSV							
671	Automatic Callback Calling							
672	Call Forwarding Busy Line							
673	Call Forwarding Don't Answer							
674	Call Forwarding Variable							
675	Call Hold							
676	Call Pickup							
677	Call Transfer - All Calls							
678	Class of Service Restriction - Fully Restricted							
679	Class of Service Restriction - Semi Restricted							
680	Class of Service Restriction - Toll Restricted							
681	Consultation Hold							
682	Dial Call Waiting							
683	Directed Call Pickup - Non Barge In							
684	Directed Call Pickup - With Barge In							
685	Distinctive Ringing							
686	Hunting Arrangement - Basic							
687	Hunting Arrangement - Circular							
688	Speed Calling Personal (short list)							
689	Three Way Calling							
690	Custom Access Treatment Code (TX only)							
691	Denied Origination (TX only)							
692	Denied Termination (TX only)							
693	Intercom Dialing (TX only)							
694								
695	***OTHER***							
696								
697		Directory Assistance						
698								
699			**UNE P DA**					
700			Directory Assistance, per call	OPEN	$ 0.30		NA	NA
701			Directory Assistance Call Completion (DACC)	OPEN	$ 0.15		NA	NA
702			National Directory Assistance	OPEN	$ 0.65		NA	NA
703			Reverse Directory Assistance	OPEN	$ 1.25		NA	NA
704								
705			**Facility-based DA**					
706			Directory Assistance/National Directory Assistance/Reverse DA , per call	OPEN	$ 0.35		NA	NA
707			Directory Assistance Call Completion (DACC)	OPEN	$ 0.15		NA	NA
708								
709			Branding - Other - Initial/Subsequent Load	OPEN			$ 1,800.00	
710			- per call	OPEN	$ 0.025			
711								
712			Branding - Facility Based - Initial/Subsequent Load					
713			- Branding, per trunk group	OPEN	NA		$ 800.00	NA
714								
715			Rate Reference - Initial Load	OPEN	NA		$ 2,200.00	NA
716			Rate Reference - Subsequent Load	OPEN	NA		$ 1,000.00	NA
717								
718		DA Listings						
719		DA Listing Liscense						
720			Option #1 Full File (all states inclusive) Non-Billable Release (no query charges					
721			- per listing for initial load	OPEN	NA		$ 0.040	NA
722			- per listing for subsequent updates	OPEN	NA		$ 0.060	NA
723			Option #2 Full File (all states inclusive) Billable Release					
724			- per listing for initial load	OPEN	NA		$ 0.020	NA
725			- per listing for subsequent updates	OPEN	NA		$ 0.030	NA
726			- per usage/query	OPEN	NA		$ 0.020	NA
727			Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
728			- per listing for initial load	OPEN	NA		$ 0.050	NA
729			- per listing for subsequent updates	OPEN	NA		$ 0.060	NA
730			Option #4 Pick & Choose (by state) Billable Release					
731			- per listing for initial load	OPEN	NA		$ 0.020	NA
732			- per listing for subsequent updates	OPEN	NA		$ 0.030	NA
733			- per usage/query	OPEN	NA		$ 0.020	NA
734								
735		Operator Services						
736								
737			Fully Automated Call Processing, per occurrence	OPEN	$ 0.15		NA	NA
738			Operator Assisted Call Processing, per work second	OPEN	$ 0.02		NA	NA
739								

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
740			Branding - Other - Initial/Subsequent Load	OPEN			1,800.00	
741			- per call	OPEN	$ 0.025			
742								
743			Branding - Facility Based - Initial/Subsequent Load					
744			- per trunk group	OPEN	NA		$ 800.00	NA
745								
746			Operator Services - Rate Reference - Initial Load	OPEN	NA		$ 2,200.00	NA
747			Operator Services - Rate Reference - Subsequent Load	OPEN	NA		$ 1,000.00	NA
748								
749		Ancillary Message Billing Compensation (Per Message)		OPEN	$ 0.03		NA	NA
750								
751		Structure Access - Poles & Ducts			Annually			
752			Per Pole attachment*	OPEN	$ 3.03			
753			Per Foot of innerduct	OPEN	$ 0.31			
754			Application fee	OPEN			$ 200.00	
755								
756		Emergency Number Service Access						
757			911 Selective Router Interconnection					
758			-Digital DS1 Interface	OPEN				
759			-Each DSO installed	OPEN				
760			-Analog Channel Interface	EVG9X	$ 26.29			$ 737.59
761			ANI/ALI/SR and Database Management					
762			- Per 100 records, rounded up to nearest 100	9S89X	$ 152.49			$ 14.37
763			911 Selective Router Switch Administration					
764			-Per Selective Router	OPEN				
765								
766			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each					
767			additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
768								
769	**RECIPROCAL COMPENSATION**							
770		End Office Local Termination						
771			Set up charge, per call	USAGE	$ 0.005485			
772			Duration charge, per MOU	USAGE	$ 0.001662			
773								
774		Tandem Switching						
775			Set up charge, per call	USAGE	$ 0.000904			
776			Duration charge, per MOU	USAGE	$ 0.000483			
777								
778		Tandem Transport Termination						
779			Set up charge, per call	USAGE	$ 0.000122			
780			Duration charge, per MOU	USAGE	$ 0.000064			
781								
782		Tandem Transport Facility Mileage, per MOU per mile						
783			Set up charge, per mile	USAGE	$ 0.000008			
784			Duration charge, per MOU per mile	USAGE	$ 0.000003			
785								
786	**TRANSIT SERVICE**							
787								
788		**Tandem Switching**						
789			per minute of use	USAGE	$ 0.004907		NA	
790								
791		**Tandem Termination**						
792			per minute of use	USAGE	$ 0.000175		NA	
793								
794		**Tandem Facility**						
795			per minute of use	USAGE	$ 0.000012		NA	
796	*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**							
797								
798	***RESALE***				RECURRING		NON-RECURRING	
799		**BUSINESS**						
800		**LOCAL EXCHANGE SERVICE**						
801		Business 1 Party		RESALE	17.50%		27.50%	
802		Business - Measured		RESALE	17.50%		27.50%	
803		Customer Operated Pay Telephone (COPT)		RESALE	17.50%		27.50%	
804								
805		**EXPANDED LOCAL CALLING**						
806		Extended Area Service		RESALE	20.00%		20.00%	
807								
808		**VERTICAL SERVICES**						
809		Anonymous Call Rejection		RESALE	25.00%		25.00%	
810		Repeat Dialing (Auto Redial)		RESALE	25.00%		25.00%	
811		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		RESALE	25.00%		25.00%	
812		Call Blocker		RESALE	25.00%		25.00%	
813		Call Forwarding		RESALE	25.00%		25.00%	
814		Call Forwarding - Busy Line		RESALE	25.00%		25.00%	
815		Call Forwarding - Busy Line/Don't Answer		RESALE	25.00%		25.00%	
816		Call Forwarding - Don't Answer		RESALE	25.00%		25.00%	
817		Automatic CallBack (Call Return)		RESALE	25.00%		25.00%	
818		Automatic CallBack-Per Use (Call Return - Usage Sensitive)		RESALE	25.00%		25.00%	
819		Call Trace		RESALE	25.00%		25.00%	
820		Call Waiting		RESALE	25.00%		25.00%	
821		Caller ID WithName (Calling Name)		RESALE	25.00%		25.00%	

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Line				SBC Generic Rates			
2	WISCONSIN			SBC RECURRING		SBC NON-REC.	
3			USOC	Monthly			
822		Caller ID (Calling Number)	RESALE	25.00%		25.00%	
823		MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	25.00%		25.00%	
824		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	25.00%		25.00%	
825		Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%		0.00%	
826		Selective Call Forwarding	RESALE	0.00%		0.00%	
827		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	25.00%		25.00%	
828		Remote Call Forwarding-Per Feature	RESALE	25.00%		25.00%	
829		RCF, Interstate, Interexchange	RESALE	25.00%		25.00%	
830		RCF, Intrastate	RESALE	25.00%		25.00%	
831		RCF, Interstate, International	RESALE	25.00%		25.00%	
832		RCF, Intrastate, Interexchange	RESALE	25.00%		25.00%	
833		RCF to 800	RESALE	25.00%		25.00%	
834		RCF Additional	RESALE	25.00%		25.00%	
835		Speed Calling 8	RESALE	25.00%		25.00%	
836		Speed Calling 30	RESALE	25.00%		25.00%	
837		Three Way Calling	RESALE	25.00%		25.00%	
838		Call Screening	RESALE	25.00%		25.00%	
839		Busy Line Transfer	RESALE	25.00%		25.00%	
840		Alternate Answer	RESALE	25.00%		25.00%	
841		Message Waiting - Tone	RESALE	25.00%		25.00%	
842		Easy Call	RESALE	25.00%		25.00%	
843		Prime Number Service	RESALE	25.00%		25.00%	
844		SBC Wisconsin Privacy Manager	RESALE	25.00%		25.00%	
845		Name and Number Delivery Service	RESALE	25.00%		25.00%	
846							
847		**DID**					
848		DID	RESALE	15.00%		15.00%	
849							
850		**TRUNKS**					
851		Trunk	RESALE	17.50%		17.50%	
852							
853		**AIN**					
854		Area Wide Networking	RESALE	25.00%		25.00%	
855		SBC Wisconsin Switch Alternate Routing (ANSAR)	RESALE	25.00%		25.00%	
856		SBC Wisconsin Customer Location Alternate Routing (ACLAR)	RESALE	25.00%		25.00%	
857							
858		**OTHER**					
859		Grandfathered Services	RESALE	0.00%		0.00%	
860		Promotions (Greater than 90 days)	RESALE	25.00%		25.00%	
861		TouchTone (Business)	RESALE	25.00%		25.00%	
862		TouchTone (Trunk)	RESALE	25.00%		25.00%	
863		900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
864		976 (976 Information Delivery Service)	RESALE	0%		0%	
865		Access Services (See Access Tariff)	RESALE	0%		0%	
866		Additional Directory Listings	RESALE	15.00%		15.00%	
867		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
868		Connection Services	RESALE	25.00%		25.00%	
869		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
870		Shared Tenant Service	RESALE	0%		0%	
871							
872		**Data Services**					
873		Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	8.00%		8.00%	
874		PBX Trunks	RESALE	8.00%		8.00%	
875		Mulit-Service Optical Network (MON)	RESALE	8.00%		8.00%	
876		OCn-PTP	RESALE	8.00%		8.00%	
877		ADTS-E	RESALE	8.00%		8.00%	
878		DS0	RESALE	8.00%		8.00%	
879		DS1	RESALE	8.00%		8.00%	
880		DS3	RESALE	8.00%		8.00%	
881							
882		**ISDN**					
883		ISDN	RESALE	9.70%		9.70%	
884							
885		**DIRECTORY ASSISTANCE SERVICES**					
886		Directory Assistance Services	RESALE	15.00%		15.00%	
887		Local Operator Assistance Service	RESALE	15.00%		15.00%	
888		Reverse Directory Assistance (RDA)	RESALE	$1.25		NA	
889							
890		**TOLL**					
891		TOLL	RESALE	25.00%		25.00%	
892							
893		**OPTIONAL TOLL CALLING PLANS**					
894		Optional Toll Calling Plans	RESALE	25.00%		25.00%	
895							
896		**CENTREX (PLEXAR)**					
897		SBC Wisconsin Centrex Service ACS	RESALE	25.00%		25.00%	
898		SBC Wisconsin Centrex Network Manager	RESALE	0.00%		0.00%	
899							
900		**PRIVATE LINE**					
901		Analog Private Lines	RESALE	8.00%		8.00%	
902		Private Line Channel Services	RESALE	8.00%		8.00%	

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Line				SBC Generic Rates			
2	WISCONSIN			SBC RECURRING		SBC NON-REC.	
3			USOC	Monthly			
903							
904	RESIDENCE			RESALE DISCOUNTS			
905	LOCAL EXCHANGE SERVICE			RECURRING		NON-RECURRING	
906	Life Line		RESALE	0.00%		0.00%	
907	Residence 1 Party		RESALE	14.50%		25.00%	
908	Residence Measured		RESALE	14.50%		25.00%	
909							
910	**EXPANDED LOCAL CALLING**						
911	Extended Area Service		RESALE	17.50%		17.50%	
912							
913	**VERTICAL SERVICES**						
914	Anonymous Call Rejection		RESALE	23.00%		23.00%	
915	Repeat Dialing (Auto Redial)		RESALE	23.00%		23.00%	
916	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)		RESALE	23.00%		23.00%	
917	Call Blocker		RESALE	23.00%		23.00%	
918	Call Forwarding		RESALE	23.00%		23.00%	
919	Call Forwarding - Busy Line		RESALE	23.00%		23.00%	
920	Call Forwarding - Busy Line/Don't Answer		RESALE	23.00%		23.00%	
921	Call Forwarding - Don't Answer		RESALE	23.00%		23.00%	
922	Automatic Call-Back (Call Return)		RESALE	23.00%		23.00%	
923	Automatic Call-Back Per Use (Call Return - Usage Sensitive)		RESALE	23.00%		23.00%	
924	Call Trace		RESALE	23.00%		23.00%	
925	Call Waiting		RESALE	23.00%		23.00%	
926	Caller ID with Name (Calling Name)		RESALE	23.00%		23.00%	
927	Caller ID (Calling Number)		RESALE	23.00%		23.00%	
928	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)		RESALE	23.00%		23.00%	
929	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)		RESALE	23.00%		23.00%	
930	Remote Access to Call Forwarding (GF)		RESALE	0.00%		0.00%	
931	RCF, Interstate, Interexchange		RESALE	23.00%		23.00%	
932	RCF, Intrastate		RESALE	23.00%		23.00%	
933	RCF, Interstate, International		RESALE	23.00%		23.00%	
934	RCF, Intrastate, Interexchange		RESALE	23.00%		23.00%	
935	RCF to 800		RESALE	23.00%		23.00%	
936	RCF Additional		RESALE	23.00%		23.00%	
937	Selective Call Forwarding		RESALE	23.00%		23.00%	
938	Speed Calling 8		RESALE	23.00%		23.00%	
939	Three Way Calling		RESALE	23.00%		23.00%	
940	Call Screening		RESALE	23.00%		23.00%	
941	Busy Line Transfer		RESALE	23.00%		23.00%	
942	Alternate Answer		RESALE	23.00%		23.00%	
943	Message Waiting - Tone		RESALE	23.00%		23.00%	
944	Easy Call		RESALE	23.00%		23.00%	
945	SBC Wisconsin Privacy Manager		RESALE	23.00%		23.00%	
946	Name and Number Delivery Service		RESALE	23.00%		23.00%	
947							
948	**ISDN**						
949	ISDN		RESALE	9.70%		9.70%	
950							
951	**DIRECTORY ASSISTANCE SERVICES**						
952	Directory Assistance Services		RESALE	15.00%		15.00%	
953	Local Operator Assistance Service		RESALE	15.00%		15.00%	
954	Reverse Directory Assistance (RDA)		RESALE	$1.25		NA	
955							
956	**OTHER**						
957	Grandfathered Services		RESALE	0.00%		0.00%	
958	Promotions (Greater than 90 Days)		RESALE	23.00%		23.00%	
959	TouchTone		RESALE	23.00%		23.00%	
960	Home Services Packages		RESALE	23.00%		23.00%	
961	900/976 Call Blocking (900/976 Call Restriction)		RESALE	0%		0%	
962	976 (976 Information Delivery Service)		RESALE	0%		0%	
963	Access Services (See Access Tariff)		RESALE	0%		0%	
964	Additional Directory Listings		RESALE	15.00%		15.00%	
965	Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	0%		0%	
966	Connection Services		RESALE	25.00%		25.00%	
967	Premise Services/Line Backer (Maintenance of Service Charges)		RESALE	0%		0%	
968	Shared Tenant Service		RESALE	0%		0%	
969							
970	**TOLL**						
971	Toll		RESALE	21.50%		21.50%	
972							
973	**Electronic Billing Information Data (daily usage)**		RESALE	$0.00			
974	per message						
975							
976	**Local disconnect Report (LDR)**						
977	Per WTN		RESALE	$0.00			
978							
979	**Line Connection Charge**						
980	Residence		RESALE			N/A	
981	Business		RESALE			N/A	
982							

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Line					SBC Generic Rates			
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
983		Service Order/Service Request Charge						
984		Residence		RESALE			$26.25	
985		Business		RESALE			$31.90	
986								
987		Non-Electronic (Manual) Service Order Charge						
988		Residence		RESALE			$9.02	
989		Business		RESALE			$9.02	
990		The rate elements contained in this Resale Appendix and the more detailed rate elements on file with the applicable state commission in the Wisconsin Bell, Inc.,						

TBD -To be determined
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NA -Not Applicable

		Collocation Services				
	Wisconson	CAGE				
		QUOTE SHEET				
				QUANTITY	RATE	RATE
	COST ELEMENT	UNIT	USOC	OF UNITS	MONTHLY RECURRING	NON-RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**			**$27.60**
	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**			**$53.71**
	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**		**$22.50**	
COMMON SYSTEMS						
	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**		**$2.84**	**$123.27**
POWER PROVISIONING						
	Power Engineering:					
	ILEC-Vendor Engineering	Per Application	**NRL6Q**			**$616.75**
	DC Power Engineering	Per Application	**NRL6P**			**$658.78**
	Power Panel:					
	50 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	200 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	Power Cable and Infrastructure:					
	Power Cable Rack	Per Four Power Cables or Quad	**S8F29**		**$1.18**	**$51.08**
	20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			**$0.00**
	Equipment Grounding:					
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**S8FCR**		**$0.75**	**$32.44**
POWER CONSUMPTION (Including HVAC)						
	20 Amps	Per 20 Amps	**S8FPT**		**$562.19**	
	40 Amps	Per 40 Amps	**S8FQD**		**$1,124.38**	
	50 Amps	Per 50 Amps	**S8FPS**		**$1,405.47**	
	100 Amps	Per 100 Amps	**S8FQE**		**$2,281.89**	
	200 Amps	Per 200 Amps	**S8FQF**		**$4,563.79**	
	400 Amps	Per 400 Amps	**SP1QJ**		**$9,127.57**	
FIBER CABLE PLACEMENT						
	Central Office:					
	Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	**S8FQ9**		**$36.20**	**$935.01**
	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**		**$37.34**	
MISCELLANEOUS & OPTIONAL COST:						
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**		**$0.22**	**$15.69**
	Bits Timing	Per two circuits	**S8FQT**		**$10.25**	**$740.10**
	Space Availability Report	Per Premise	**NRLYX**			**$120.60**
	Security Access / ID Cards	Per Card	**NRLZW**			**$32.69**
	ID Card	Per Card	NONE			**$0.00**
	Cage Prep Costs					
	Vendor Layout & Coord.	Per CLEC Cage	**NRL6N**			**$531.64**
	AC Circuits to Cage	Per CLEC Cage	**NRL6O**			**$589.66**
	Cage Fencing Placement	Per Linear Foot Cage Enclosure (CLEC Provides)				**$0.00**
	Cage Fencing Removal	Per Linear Foot Removed (CLEC Removes)				**$0.00**
	Cage Fencing Relocation	Per Linear Foot Relocated (CLEC Relocates)				**$0.00**
	Cage Door & Lock	Each (CLEC Provides)				**$0.00**
	Backboard	Each (CLEC Provides)				**$0.00**
	Signage	Each (CLEC Provides)				**$0.00**
	Overhead light	Each (CLEC Provides)				**$0.00**
	AC Electrical Outlet	Each (CLEC Provides)				**$0.00**
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL6R**			**$1,116.11**
	Installation	Per Cable (CLEC Installs Cable)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8FQM**		**$755.21**	**$5,743.79**
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F46**		**$13.22**	**$489.33**

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

		Collocation Services				
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F47**		**$404.80**	**$3,816.21**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8FQN**		**$5.27**	**$173.12**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8FQR**		**$15.31**	**$279.59**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route+C135	**NRL6W**			**$803.35**
	Cable Installation	Per Placement (CLEC Installs Cable)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F4X**		**$0.66**	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	**S8F4Y**		**$0.44**	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F4Z**		**$2.83**	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F4G**		**$1.33**	
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	**SP1QC**			**$14.85**
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL1D**			**$779.98**
	Project Coordination	Per CLEC Application	**NRL57**			**$2,587.57**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL1F**			**$504.93**
	Project Coordination	Per CLEC Application Augment	**NRL58**			**$1,392.82**
	TIME SENSITIVE ACTIVITIES					
	PRE-VISIT					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$24.47**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$10.24**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$13.38**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$19.65**
	CONSTRUCTION - VISIT					
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$19.65**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$24.47**

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

		Collocation Services			
	Wisconson	**CAGELESS**			
		QUOTE SHEET			
			QUANTITY	**RATE**	**RATE**
	COST ELEMENT	**UNIT**	**USOC**	**OF UNITS**	**MONTHLY RECURRING**	**NON-RECURRING**
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Site Conditioning	Per 10 Sq. Ft. of space used by CLEC	**S8FWC**			**$276.00**
	Safety & Security	Per 10 Sq. Ft. of space used by CLEC	**S8FWG**			**$537.10**
	Floor Space Usage	Per 10 Sq. Ft. of space used by CLEC	**S8F9C**		**$225.00**	
	Site Conditioning	Per 18 Sq. Ft. of space used by CLEC	**S8FWD**			**$496.80**
	Safety & Security	Per 18 Sq. Ft. of space used by CLEC	**S8FWH**			**$966.78**
	Floor Space Usage	Per 18 Sq. Ft. of space used by CLEC	**S8F9E**		**$405.00**	
COMMON SYSTEMS						
	Common Systems - Cageless	Per 10 Sq. Ft. of space used by CLEC	**S8FWE**		**$28.40**	**$1,232.70**
	Common Systems - Cageless	Per 18 Sq. Ft. of space used by CLEC	**S8FWF**		**$51.12**	**$2,218.86**
POWER PROVISIONING						
	Power Engineering:					
	ILEC-Vendor Engineering	Per Application	**NRL6Q**			**$616.75**
	DC Power Engineering	Per Application	**NRL6P**			**$658.78**
	Power Panel:					
	50 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	200 Amp	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	Power Cable and Infrastructure:					
	Power Cable Rack	Per Four Power Cables or Quad	**S8F29**		**$1.18**	**$51.08**
	20 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	40 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	50 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	100 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	200 Amp	Per Four Power Cables or Quad	NONE			**$0.00**
	Equipment Grounding:					
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**S8FCR**		**$0.75**	**$32.44**
POWER CONSUMPTION (Including HVAC)						
	20 Amps	Per 20 Amps	**S8FPT**		**$562.19**	
	40 Amps	Per 40 Amps	**S8FQD**		**$1,124.38**	
	50 Amps	Per 50 Amps	**S8FPS**		**$1,405.47**	
	100 Amps	Per 100 Amps	**S8FQE**		**$2,281.89**	
	200 Amps	Per 200 Amps	**S8FQF**		**$4,563.79**	
	400 Amps	Per 400 Amps	**SP1QJ**		**$9,127.57**	
FIBER CABLE PLACEMENT						
	Central Office:					
	Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	**S8FQ9**		**$36.20**	**$935.01**
	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**		**$37.34**	
MISCELLANEOUS & OPTIONAL COST:						
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**		**$0.22**	**$15.69**
	Bits Timing	Per two circuits	**S8FQT**		**$10.25**	**$740.10**
	Space Availability Report	Per Premise	**NRLYX**			**$120.60**
	Security Access / ID Cards	Per Card	**NRLZW**			**$32.69**
	ID Card	Per Card	NONE			**$0.00**
	CAGELESS / POT BAY OPTIONS					
	Equipment Bay	CLEC Provided				
	Non Standard Bay	CLEC Provided				
	VF/DS0 Termination Panel	CLEC Provided				
	VF/DS0 Termination Module	CLEC Provided				
	DDP-1 Panel	CLEC Provided				
	DDP-1 Jack Access Card	CLEC Provided				
	DS3/STS-1 Interconnect Panel	CLEC Provided				
	DS3 Interconnect Module	CLEC Provided				
	Fiber Optic Splitter Panel	CLEC Provided				
	Fiber Termination Dual Module	CLEC Provided				
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL6R**			**$1,116.11**
	Installation	Per Cable (CLEC Installs Cable)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**S8F3E**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Copper Pairs				

ICB -Individual Case Basis
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		Collocation Services				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV		$11.77	$180.54
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J		$755.21	$5,743.79
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P		$13.22	$489.33
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21		$404.80	$3,816.21
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25		$5.27	$173.12
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49		$15.31	$279.59
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	NRL6W			$803.35
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	S8F4X		$0.66	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	S8F4Y		$0.44	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		$2.83	
	24 Fiber Cable	Per Placement (CLEC Proviides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		$1.33	
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC			$14.85
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	NRL1D			$779.98
	Project Coordination	Per CLEC Application	NRL57			$2,587.57
	AUGMENT					
	Application Processing	Per CLEC Application Augment	NRL1F			$504.93
	Project Coordination	Per CLEC Application Augment	NRL58			$1,392.82
	TIME SENSITIVE ACTIVITIES					
	PRE-VISIT					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	NRL11			$24.47
	Com. Tech. -Craft	**Per 1/4 hour**	NRL14			$10.24
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	NRL12			$13.38
	Floor Space planner 1 Lv	**Per 1/4 hour**	NRL13			$19.65
	CONSTRUCTION - VISIT					
	Project Mgr. -1 Lv	**Per 1/4 hour**	NRL15			$19.65
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	NRL16			$24.47

ICB -Individual Case Basis
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		Collocation Services				
	Wisconson	ADJACENT STRUCTURE				
		COST SUMMARY				
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure						
				QUANTITY	RATE	RATE
				OF	MONTHLY	NON-
	COST ELEMENT	UNIT	USOC	UNITS	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Floor Space Usage	Per Sq. Ft. of land used by CLEC	**S8F55**		**$0.00**	
CONDUIT PLACEMENT						
	Co to Adjacent Structure	Per Linear Foot per 7 Ducts	**NRL8L**			**$329.34**
	Set Up and Wall Coring	Per Placement	**S8F8E**			**$6,125.56**
DC POWER PROVISIONING						
	Power Engineering:					
	DC Power Engineering	Per Placement	**S8F8V**			**$658.78**
	50 Amp DC Power Extension					
	50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	**S8FWZ**			**$6,105.83**
	50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE			**$0.00**
	200 Amp DC Power Extension					
	200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			**$0.00**
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	**S8FW3**			**$6,105.83**
	200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)				
DC POWER CONSUMPTION						
	20 Amps	Per 20 Amps	**S8FWJ**		**$352.40**	
	40 Amps	Per 40 Amps	**S8FNK**		**$704.80**	
	50 Amps	Per 50 Amps	**S8FWK**		**$881.00**	
	100 Amps	Per 100 Amps	**S8FWL**		**$1,761.99**	
	200 Amps	Per 200 Amps	**S8F3U**		**$3,523.99**	
AC POWER PROVISIONING						
	100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)				
	AC Power	Per KWH	**S8F56**		**$0.06**	
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Site Survey		**NRL84**			**$2,666.34**
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	**NRL6X**			**$622.81**
	Project Coordination	Per CLEC Application	**NRL6Z**			**$4,400.12**
	AUGMENT					
	Application Processing	Per CLEC Application Augment	**NRL6Y**			**$504.93**
	Project Coordination	Per CLEC Application Augment	**NRL83**			**$2,078.34**
OPTIONAL COST:						
FIBER CABLE PLACEMENT						
	Fiber Cable Engineering	Per Placement	**S8FW6**			**$675.06**
	Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls cab	**S8FW7**		**$14.75**	
	Innerduct Placement	Per Linear Foot	**S8FW8**			**$1.48**
INTERCONNECTION COSTS:						
INTERCONNECTION EXTENSION						
	VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)				
	(50 Pair Copper Cable)					
	VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)				
	(50 Pair Shielded Cable)					
	DS3 Extension - 1 DS3	Per Linear Foot (Clec Provides Cable)				
	(Coax Cable)					
	Optical Extension	Per Linear Foot (Clec Provides Cable)				
	(4 Fiber Jumper)					
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application	**NRL8P**			**$1,116.11**
	Installation	Per Cable (CLEC Installs)				
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**S8F3G**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Copper Pairs				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	**S8FWW**		**$11.77**	**$180.54**
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**S8F2L**		**$755.21**	**$5,743.79**
	Rack - DS1 - DCS	28 DS1				

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		Collocation Services				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**S8F2R**		**$13.22**	**$489.33**
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**S8F23**		**$404.80**	**$3,816.21**
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**S8F27**		**$5.27**	**$173.12**
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**S8F3N**		**$15.31**	**$279.59**
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement	**NRL8Q**			**$803.35**
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	**S8F57**		**$0.66**	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	**S8F58**		**$0.44**	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	**S8F59**		**$2.83**	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	**S8F61**		**$1.33**	
	4 Inch Conduit	Per Placement (CLEC Provided)				
	TIME SENSITIVE ACTIVITIES					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL11**			**$24.47**
	Com. Tech. -Craft	**Per 1/4 hour**	**NRL14**			**$10.24**
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**NRL12**			**$13.38**
	Floor Space planner 1 Lv	**Per 1/4 hour**	**NRL13**			**$19.65**
	Project Mgr. -1 Lv	**Per 1/4 hour**	**NRL15**			**$19.65**
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**NRL16**			**$24.47**

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		Collocation Services				
	Wisconson	VIRTUAL COLLOCATION				
		QUOTE SHEET				
				QUANTITY	RATE	RATE
	COST ELEMENT	UNIT	USOC	OF UNITS	MONTHLY RECURRING	NON-RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62		$108.00	
	Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63		$194.39	
	Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F66		$108.00	
	Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F67		$194.39	
EQUIPMENT BAYS						
	Equipment Bay Standard	Per Standard Bay (CLEC Provides)				
	Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)				
COMMON SYSTEMS						
	Common Systems - Standard Bay	Per Standard Equipment Bay	S8F64		$40.99	
	Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65		$73.78	
POWER PROVISIONING						
	Power Engineering:					
	ILEC-Vendor Engineering	Per Application	NRLJX			$616.75
	DC Power Engineering	Per Application	NRLFU			$658.78
	Power Panel:					
	50 Amp	Per Power Panel (CLEC Provides)				
	Power Cable and Infrastructure:					
	Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68		$2.03	
	20 Amp	Per Four Power Cables or Quad (CLEC Provides)				
	40 Amp	Per Four Power Cables or Quad (CLEC Provides)				
	50 Amp	Per Four Power Cables or Quad (CLEC Provides)				
	Equipment Grounding:					
	Ground Cable Placement	Per CLEC Equipment or Cabinet Bay	S8F69		$1.42	
POWER CONSUMPTION						
	DC Power Usage	Per Amp	S8F78		$20.28	
FIBER CABLE PLACEMENT						
	Fiber Cable Placement	Per Fiber Cable Sheath	S8F79		$24.34	$2,411.05
	Entrance Conduit	Per Fiber Cable Sheath	S8F8G		$37.34	
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey					
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	NRL1U			$462.45
	Project Coordination	Per CLEC Application	NRL59			$2,951.16
	AUGMENT					
	Application Processing	Per CLEC Application Augment	NRL56			$344.57
	Project Coordination	Per CLEC Application Augment	NRL5Z			$1,392.82
TIME SENSITIVE ACTIVITIES						
TRAINING						
	Communication Technician	Per 1/2 Hour	NRLJY			$20.48
	C O Manager (LFO)	Per 1/2 Hour	NRLMO			$26.77
	Power Engineer	Per 1/2 Hour	NRLNQ			$39.29
	Equipment Engineer	Per 1/2 Hour	NRLP6			$39.29
EQUIPMENT MAINTENANCE COST						
	Communication Technician (NOC)	Per 1/4 Hour	NRLVH			$10.24
EQUIPMENT EVALUATION COST						
	Equipment Engineer	Per 1/2 Hour	NRLP7			$39.29
CONSTRUCTION COORDINATION						
	Communication Technician	Per 1/2 Hour	NRLVD			$20.48
TEST & ACCEPTANCE						
	Communication Technician	Per 1/2 Hour	NRLVD			$20.48
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Placement	NRLWF			$1,116.11
	Cable Installation	Per Arrangement				
	Voice Grade Arrangement	100 Copper Pairs	S8F82		$8.03	$180.54
	Rack - Voice Grade	100 Copper Pairs				

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		Collocation Services				
	Voice Grade Arrangement	100 Shielded Pairs	S8F83		$8.03	$180.54
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1	S8F8X		$755.21	$5,743.79
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1	S8F8Y		$13.22	$489.33
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3	S8F8Z		$404.80	$3,816.21
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3	S8F81		$5.27	$173.12
	Rack - DS3 - DSX	1 DS3				
	4 Fiber Jumper	per Placement	S8F84		$16.29	$139.79
	Fiber Raceway per 4 Fiber Jumper	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	NRLWG			$880.35
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	S8F85		$0.80	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	S8F86		$0.53	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87		$3.41	
	24 Fiber Cable	Per Placement (CLEC Provides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F88		$1.60	
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W		$0.36	$15.69
	Bits Timing	Per two circuits	S8F7Z		$17.07	$740.10

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

Wisconsin
Merger Conditions Pricing

MERGER CONDITIONS PRICING	USOC		Monthly Rate	Nonrecurring Rate	
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Access Area C - Rural			$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban			$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro			$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	

SCHEDULE - UNE COMBINATIONS
(WISCONSIN)

UNE-P

2-Wire Basic Analog loop w/ Basic line Port
2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
2-Wire Basic Analog loop w/ Analog DID trunk Port
2-Wire Basic Analog loop w/ Centrex Basic line Port
2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
2-Wire 160kbps (ISDN BRI) Digital Loop to ISDN Direct Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
4-Wire Digital (Loop) with Digital Trunking Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Digital Loop to DS1 or DS3 UDT
4-Wire Digital Loop (DS1 Loop) to DS1 or DS3 UDT

SBC-13STATE Agreement
Signatures

Access One, Inc.

Signature: _____

Name: Mark A. Jozwiak
(Print or Type)

Title: EVP
(Print or Type)

Date: 05.08.03

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, Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

Signature: _____

Name: Mike Auinbauh
(Print or Type)

Title: For/ President - Industry Markets

Date: MAY 15 2003

Facilities-Based OCN# IL5447 | IN 8153 | MI 8039 | OH 9611 | WI 8154

Resale OCN # 5043

ACNA EED