

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 AT&T Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.
- 1.3 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 and any other applicable limitation or restriction that has been approved subject to 3.1 below. 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 **SWBT-KS**:
 - 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.
- 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.

2.5 Intentionally left blank

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. CLEC does not waive and, by executing this Agreement, is not estopped from arguing, before an appropriate forum, that any such resale restriction contained in SBC-13STATE end user tariffs, but not specifically and explicitly set forth herein as to a particular Telecommunications Service, is unreasonable, contrary to applicable law, and should not apply.

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 SWBT-TX:

3.3.1.1 Within the State of Texas, based upon the Texas Commission's arbitration order, SWBT-TX will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers include such items as intraLATA toll, but do not include such items as packages of vertical features.

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 CLEC may only resell special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.

- 3.4.1.1 If the existing retail Customer Service Record ("CSR") for an End User's account currently provisioned at retail by **SBC-13STATE** contains an indicator that the same telephone number for the same named Person at the same address is currently being billed by **SBC-13STATE** retail for the same "special needs service," the End User has previously been certified as eligible for that "special needs service."
- 3.4.1.2 If the indicator described in Section 3.4.1.1 is present on the End User's current retail account with an **SBC-13STATE** company, CLEC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.1. CLEC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific **SBC-13STATE** tariff for any "special needs service" it resells to any End User beginning on the date that CLEC submits any order relating to that "special needs service." This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable **SBC-13STATE** retail tariff requirements.
- 3.4.1.3 If the indicator described in Section 3.4.1.1 is not present on the End User's current retail account with an **SBC-13STATE** company, or if the applicant does not currently have local telephone service, CLEC is responsible for ensuring that the End User is eligible for any "special needs service" in accordance with applicable **SBC-13STATE** retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).
- 3.4.2 This section applies only to **SBC-SWBT: AM-WI, AM-OH and AM-IN**
- 3.4.2.1 CLEC may only resell **SBC-SWBT, AM-WI, AM-OH and AM-IN** low income assistance services, e.g. LifeLine and Link-Up services, where available for resale, according to associated retail state specific tariffs to persons who are eligible for each such service. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.
- 3.4.2.2 When the End User is currently receiving **SBC-SWBT, AM-WI, AM-OH and AM-IN** LifeLine and/or Link-Up benefit, the existing

SBC-SWBT, AM-WI, AM-OH and AM-IN CSR will carry the appropriate service indicator. CLEC may view this indicator on the **SBC-SWBT, AM-WI, AM-OH and AM-IN** CSR.

3.4.2.3 If the indicator described in Section 3.4.2.2 is present on the End User's current retail **SBC-SWBT, AM-WI, AM-OH and AM-IN** CSR, CLEC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.2.1. CLEC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific **SBC-SWBT, AM-WI, AM-OH and AM-IN** tariff for LifeLine or Link-Up service it resells to any End User beginning on the date that CLEC submits any order relating to that service. This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable **SBC-SWBT, AM-WI, AM-OH and AM-IN** retail tariff requirements.

3.4.2.4 If the indicator described in Section 3.4.2.2 is not present on the CSR for the End User's current retail account with **SBC-SWBT, AM-WI, AM-OH and AM-IN** or if the applicant does not currently have local telephone service, CLEC is responsible for ensuring that the End User is eligible for any LifeLine or Link-Up service in accordance with applicable **SBC-SWBT, AM-WI, AM-OH and AM-IN** retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.4.3 This section applies only to **PACIFIC, SNET** and **SBC- AM-IL**:

3.4.3.1 **PACIFIC, SNET** and **SBC-AM-IL** LifeLine and Link-Up services are not available for resale.

3.4.3.2 When an End User is currently receiving **PACIFIC, SNET** or **SBC-AM-IL** LifeLine or Link-Up service, the existing **PACIFIC, SNET** or **SBC-AM-IL** Customer Service Record (CSR) will carry the appropriate service indicator. CLEC may view this indicator on the CSR.

3.4.3.3 CLEC may obtain LifeLine or Link-Up indicator data from **PACIFIC, SNET** or **SBC-AM-IL** 's existing retail CSR for the End User for the sole purpose of enabling CLEC to determine whether the End User may be eligible for any similar program(s) CLEC may offer.

3.4.3.3.1 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.3.4 If no **PACIFIC, SNET** or **SBC-AM-IL** LifeLine and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by **PACIFIC, SNET** or **SBC-AM-IL**.

3.4.4 This section applies only to **NEVADA**:

3.4.4.1 **NEVADA** low income assistance services, e.g., LifeLine and Link-Up services are available for resale for a maximum period of 90 days from contract approval date. CLEC has 90 days from the contract approval date to coordinate with the appropriate federal and state government agencies to establish CLEC's own low income assistance service(s). At the end of the 90 day period, CLEC is responsible for initiating Local Service Requests (LSR) to the ILEC for converting any existing ILEC Customer Service Records (CSR) from low income designated services to normal residential service. CLEC will be responsible for designating its own billing records and establishing and administering its low income assistance services internally.

3.4.4.2 When an End User is currently receiving **NEVADA** LifeLine or Link-Up service, the existing **NEVADA** Customer Service Record (CSR) will carry the appropriate service indicator. CLEC may view this indicator on the CSR.

3.4.4.3 CLEC may obtain LifeLine or Link-Up indicator data from **NEVADA**'s existing retail CSR for the End User for the sole purpose of enabling CLEC to determine whether the End User may be eligible for any similar program(s) CLEC may offer.

3.4.4.4 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-

certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.4.5 If no **NEVADA** LifeLine and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by **NEVADA**.

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 **NEVADA** and **SWBT-MO**:

3.5.2.1 **NEVADA** and **SWBT-MO** promotions of eighty-nine (89) days or less are not available to CLEC for resale.

3.5.3 This section applies only to **PACIFIC**, **SBC-AMERITECH**, **SNET**, **SWBT-AR** and **SWBT-OK**:

3.5.3.1 **PACIFIC**, **SBC-AMERITECH**, **SNET**, **SWBT-AR** and **SWBT-OK** promotions of ninety (90) days or less are not available to CLEC for resale.

3.5.4 This section applies only to **SWBT-KS**:

3.5.4.1 Promotions on Telecommunications Services are available to CLEC for resale. A wholesale discount (21.6%, 19.5%, 30.5% or 19.0%) will be applied to those promotions of ninety-one (91) days or more.

3.5.5 This section applies only to **SWBT-TX**:

3.5.5.1 Promotions on Telecommunications Services are available to CLEC for resale. A wholesale discount will be applied to those promotions of ninety-one (91) days or more.

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 a provision of this Attachment, **SBC 13-STATE** will notify CLEC of the violation in writing. Such notice must describe the violation and refer to the specific provision being violated. At such time, CLEC will have thirty (30) days to correct the violation and notify **SBC-13STATE** in writing that the violation has been corrected. **SBC-13STATE** will then bill CLEC for the charges, if any, which should have been collected by **SBC 13STATE**. Should CLEC dispute the violations, it must notify **SBC 13-STATE** in writing within fourteen (14) days of receipt of notice from **SBC 13-STATE**. Disputes will be resolved as outlined in the Dispute Resolution Section of the Interconnection Agreement.
- 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 SWBT-KS and SWBT-TX:**
- 3.14.1 CLEC may convert current **SWBT-KS** and **SWBT-TX** End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the State of Kansas or Texas, and
- 3.14.2 **SWBT-KS** and **SWBT-TX** and any other reseller of **SWBT-KS** or **SWBT-TX** local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the State of Kansas or Texas.
- 3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, CLEC and **SWBT-KS** or **SWBT-TX** shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.
- 3.14.4 Responsibilities of CLEC in connection with 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 **SWBT-KS** or **SWBT-TX** or resold End User CSP Contract at the time of conversion. CLEC

may assume the CSP Contract at the wholesale discount of 5.0% in Kansas and 5.62% in Texas for customer specific pricing plan contracts and at the wholesale discount of 8.0% in the State of Kansas and 8.04% in the State of Texas for tariffed volume and term contracts.

3.14.4.2 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to **SWBT-KS** or **SWBT-TX** or any other local service provider reselling **SWBT-KS** or **SWBT-TX** local service.

3.14.4.3 If another reseller of **SWBT-KS** or **SWBT-TX** local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contact and termination liability with the other reseller. CLEC agrees that **SWBT-KS** or **SBC-TX** has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against **SWBT-KS** or **SWBT-TX** in connection with any conversion by another reseller of **SWBT-KS** or **SWBT-TX** local service of any CLEC End User(s) that has an existing CSP contract.

3.14.5 Responsibilities of **SWBT-KS** and **SWBT-TX** in connection with CSP Contract Conversions

3.14.5.1 **SWBT-KS** or **SWBT-TX** will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.

3.14.5.2 **SWBT-KS** or **SWBT-TX** will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to **SWBT-KS** or **SWBT-TX**.

3.15 This section applies only to **SBC-AMERITECH**:

3.15.1 **SBC-AMERITECH** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:

3.15.2.1 **AM-IL** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.

3.15.2.2 **AM-MI** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.39%.

3.15.2.3 **AM-IN**, **AM-OH**, and **AM-WI** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.15.2.4 **SBC-AMERITECH** Non-Standard Service contracts may be assumed, but receive no wholesale discount.

3.15.3 If CLEC elects to terminate a **SBC-AMERITECH** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

4.1 Where available, **SBC-13STATE** will afford CLEC's End Users the ability to make 911 calls. 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 **SWBT**, 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.

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. **SBC-13STATE** will include the listing information for CLEC's customers for Resale services in **SWBT**'s White Pages directory data base in the same manner as it includes listing information for **SWBT**'s end user customers.

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 CLEC, in which event 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 during the annual delivery of newly published directories. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, CLEC may provide to **SBC-SWBT** 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-SWBT** will deliver the remaining directories included in CLEC's order in bulk to an address specified by CLEC.

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 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. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.

- 4.7 SBC-8STATE will provide CLEC with 1/8th page in each directory (where CLEC has or plans to have local telephone exchange customers) for CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide SBC-8STATE with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to SBC-8STATE approval. In those directories in which SBC-13STATE includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 4.8 At its request, CLEC may purchase "Informational Page(s)" in the informational section of the White Pages directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than SBC-8STATE "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to SBC-8STATE the "Informational Page" in the form of camera-ready copy.
- 4.9 Except where expressly stated the terms and conditions for including CLEC End User listings in SBC-AMERITECH White Page directories as well as distribution of such directories to CLEC and/or CLEC End User's is a product offering available through a non-regulated subsidiary of. SBC-AMERITECH.
- 4.10 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.
- 4.11 SBC-13STATE shall also offer CLEC the opportunity to customize route its End Users' DA/OS calls where technically feasible. CLEC must have dedicated transport at each End Office where customized routing is requested. CLEC agrees to pay SBC-13STATE appropriate charges associated with customized routing on an ICB basis.
- 4.12 Payphone Services
- 4.12.1 CLEC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service.

Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling **SBC-13STATE**'s services offered pursuant to the appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." In its Common Carrier Docket No. 96-128, the FCC ordered **SBC-13STATE** to compensate PSP customers of CLECs that resell **SBC-13STATE**'s services for certain calls originated from pay telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."

- 4.12.2 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.
- 4.12.3 **SBC-13STATE** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC consistent with the change in laws provision of GT&C's. **SBC-13STATE** will pay Payphone Compensation to CLEC only for:
- 4.12.3.1 IntraLATA subscriber 800 calls for which **SBC-13STATE** provides the 800 service to the subscriber and carries the call; and
- 4.12.3.2 IntraLATA calls placed using **SBC-13STATE**'s prepaid calling card platform and carried by **SBC-13STATE**.
- 4.12.4 **SBC-13STATE** will not pay any Payphone Compensation for non-sent paid calls.
- 4.12.5 **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.
- 4.12.6 **SBC-13STATE** will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. **SBC-13STATE** will not issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to **SBC-13STATE** on the bill.

- 4.12.7 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.
- 4.12.8 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.
- 4.12.9 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**.
- 4.12.10 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:
- 4.12.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or
- 4.12.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or
- 4.12.10.3 False representation by CLEC.
- 4.13 Suspension of Service
- 4.13.1 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.

4.13.2 **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.

4.13.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoration of service to each of its End Users.

4.13.2.2 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.

4.13.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoration order, CLEC shall be charged the state specific tariff rate for the restoration plus all appropriate monthly service charges for the End User's service from the suspension date through the restoration date.

5. **BRANDING**

5.1 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.

5.2 Branding Requirements

5.2.1 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:

5.2.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

5.2.1.2 Disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.

5.2.2 Where **SBC-13STATE** provides CLEC OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since

SBC-13STATE's DA and OS utilize the same trunk group, CLEC will receive the same brand for both DA and OS.

- 5.2.3 CLEC agrees and warrants that it will provide to **SBC-13STATE** a name to be used for branding covered by this Appendix that matches the name in which CLEC is certified to provide local Telecommunications Services by the applicable state Commission.

5.3 **Call Branding**

- 5.3.1 **SBC-13STATE** will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:

5.3.1.1 **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). CLEC attests that it has been provided a copy of the OSQ.

5.3.1.2 **SBC-13STATE** - CLEC will provide recorded announcement(s) of its company name to be used to brand CLEC's OS/DA calls in accordance with the process outlined in the OSQ. CLEC attests that it has been provided a copy of the OSQ.

5.4 Branding Load Charges:

- 5.4.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by **SBC-SWBT** on behalf of CLEC when multiple brands are required on a single Operator Services trunk. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.

- 5.4.2 **SBC-AMERITECH** - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC-AMERITECH** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC- AMERITECH** 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.

- 5.4.3 **SBC-2STATE** (California and Nevada) - 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.

6. OS/DA RATE/REFERENCE INFORMATION

- 6.1 CLEC will furnish OS/DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.
- 6.2 CLEC will inform **SBC-13STATE**, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
- 6.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC's OS/DA Services Rate or Reference Information. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.
- 6.4 When an **SBC-13STATE** Operator receives a rate request from a CLEC End User, where technically feasible and available, **SBC-13STATE** will quote the applicable OS/DA rates as provided by the CLEC.

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.
- 7.1.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE**. All Parties agree to abide by the procedures contained therein.
- 7.2 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.

7.2.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE**. All Parties agree to abide by the procedures contained therein.

7.3 **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)."

7.4 **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.

7.4.1 **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.

7.5 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.

7.5.1 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.

7.5.1.1 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.

7.5.2 **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.

7.6 This section applies only to **PACIFIC**:

7.6.1 Cooperation on Fraud

7.7.1.1 Traffic Alert Referral Service

7.6.1.1.1 Traffic Alert Referral Service (“TARS”) is a service that monitors traffic patterns associated with CLEC’s resold lines. On no less than thirty (30) calendar days written notice, CLEC may order **PACIFIC**’s TARS. In providing TARS to CLEC, **PACIFIC** notifies CLEC of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to CLEC information on all 1+ alerts. CLEC understands and agrees that **PACIFIC** will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of CLEC to provide **PACIFIC** with the correct email address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. **PACIFIC** grants to CLEC a non-exclusive right to use the information provided by **PACIFIC**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay **PACIFIC** a recurring usage rate as set forth in Appendix Pricing in the “OTHER (Resale)” category listed as “Traffic Alert Referral Service.”

7.6.1.2 CLEC shall be liable for all fraud associated with any resale service to which it subscribes. **PACIFIC** takes no responsibility, will not investigate, and will make no adjustments to CLEC’s account(s) in cases of fraud or any other related End User dispute.

7.6.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, **PACIFIC** shall not be liable for any damages to CLEC or to any other person or entity for **PACIFIC**'s actions or the conduct of its employees in providing TARS to CLEC. CLEC shall indemnify, defend, and hold **PACIFIC** harmless from any and all claims, lawsuits, costs, damages, liabilities, losses, and expenses, including reasonable attorney fees, resulting from or in connection with CLEC's use of **PACIFIC**'s TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of **PACIFIC** or its employees.

7.7 This section applies only to **PACIFIC**:

7.7.1 **PACIFIC** will make available to CLEC an optional service, Repair Transfer Service ("RTS"). In the event a CLEC's End User dials 611 (811-8081 for Priority Business customers) for repair, **PACIFIC** will provide a recorded announcement of the CLEC name and number and **PACIFIC** will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to **PACIFIC** at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the CLEC name and 800/888 numbers for RTS to the CLEC repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes are set forth in the Appendix Pricing in the "OTHER (Resale)" category listed as "Repair Transfer Service." Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

8. RESPONSIBILITIES OF CLEC

8.1 Prior to submitting an order under this 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 an FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

- 8.2.2 **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.
- 8.2.2.1 The following applies to **AM-MI** only: The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.
- 8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User'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 as provided in Section 2.9 of General Terms and Conditions.