

SCHEDULE 9.2.4
UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES

9.2.4 Unbundled Access to Network Interface Devices.

9.2.4.1 Definition. The Network Interface Device (NID) to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in 47 C.F.R. 51.319. Without limiting the foregoing, it includes all features, functions and capabilities of the facilities used to connect the loop to the non-telephone company wiring. The NID is any means of interconnection of End User customer premises wiring to SBC-AMERITECH's distribution loop facilities, such as a cross connect device used for that purpose. Maintenance and control of the End User's inside wiring (on the End User's side of the demarcation point) 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-AMERITECH offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier. CLEC access to the NID is offered as specified below.

9.2.4.2 Access to NID. The SBC-AMERITECH NIDs that CLEC uses under this Agreement will be existing NIDs installed by SBC-AMERITECH to serve its End Users. SBC-AMERITECH shall permit CLEC to connect CLEC's Loop to the inside wiring of a subscriber's premises through SBC-AMERITECH's NID in the manner set forth below or at any other technically feasible point.

9.2.4.2.1 Due to the wide variety of NIDs utilized by SBC-AMERITECH (based on Customer size and environmental considerations), CLEC may access the Customer's inside wire by any of the following means:

- (a) CLEC may connect to the End User's premises wiring through the SBC-AMERITECH NID, or at any other technically feasible point.
- (b) 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-AMERITECH's NID where technically feasible, or at any other technically feasible point designated by CLEC.
- (c) SBC-AMERITECH shall allow CLEC to connect its loops directly to SBC-AMERITECH's multi-line residential NID enclosures that have additional space and are not used by SBC-AMERITECH or any other Telecommunications Carrier to provide service to the premise. CLEC agrees to pay for use of the SBC-AMERITECH NID in accordance with the schedules set forth in the **Pricing Schedule**.

(d) Where an adequate length of inside wire is present and environmental conditions permit, CLEC may remove the inside wire from SBC-AMERITECH's NID and connect that wire to CLEC's NID; or

(e) Enter the Customer access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures.

9.2.4.2.2 In no case shall CLEC remove or disconnect SBC-AMERITECH's loop facilities from SBC-AMERITECH's NIDs, enclosures, or protectors.

9.2.4.2.3 In no case shall CLEC remove or disconnect ground wires from SBC-AMERITECH's NIDs, enclosures, or protectors.

9.2.4.2.4 In no case shall either Party remove or disconnect NID modules, protectors or terminals from the other party's NIDs, enclosures or protectors. However, upon CLEC's request, and at CLEC's expense, if Customer premises inside wire exists in SBC-AMERITECH's loop terminal enclosure, SBC-AMERITECH will extend such wire so that CLEC may attach such wire to its own adjoining NID. Further, CLEC may request SBC-AMERITECH to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., CLEC, its agent, the building owner or the Customer).

9.2.4.2.5 Due to the wide variety of NID enclosures and outside plant environments, SBC-AMERITECH will work with CLEC to develop specific procedures to establish the most effective means of implementing this **Schedule 9.2.4**.